

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 15, 2009 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 5 to the contract with Catalfumo Construction Ltd. (R2007-1217) in the amount of \$236,638.81 for construction management services for the 2300 Building Air Conditioning Improvements.

**Summary:** Amendment No. 5 will provide for a Guaranteed Maximum Price (GMP) to furnish and install four (4) ductless mini split air conditioning systems for supplemental cooling for the security control room and two computer rooms and adding a VAV unit for a multi-media room to provide off-hours air conditioning that is independent of the building's cooling system when it is in the weekend or evening modes. This condition was only discovered well after the building was occupied. The original construction contract with Catalfumo has been closed out necessitating the work be done under this annual agreement. Project funding is from the Public Building impact Fees, Public Building improvement Fund and 94.3M NAV 03 Bond. Catalfumo is a local firm using all Palm Beach County subcontractors. The Small Business Enterprise (SBE) goal for this project is 15%. Catalfumo Construction will be providing 63% SBE participation in this amendment. The duration of this work is 90 calendar days. (Capital Improvements Division) District 2 (JM)

**Background and Justification:** Catalfumo Construction Ltd. is one of three construction management firms under annual contract for miscellaneous projects. This Amendment provides for the installation of additional cooling units to provide off-hours air conditioning that is independent of the building's cooling system when it is in the weekend or evening modes. Each of the rooms have a concentration of heat-producing equipment that requires ambient temperatures that are often exceeded in the energy savings modes. The GMP contains a contingency of \$10,000. 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.5

Recommended by: Arman Wolf 11/19/09  
Department Director Date

Approved by: [Signature] 12/3/09  
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$241,638.81	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$241,638.81</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget: Yes  X No

Budget Account No:	Fund	<u>3018</u>	Dept	<u>411</u>	Unit	<u>B261</u>	Object	<u>6502</u>	\$159,127.72
	Fund	<u>3805</u>	Dept	<u>411</u>	Unit	<u>B261</u>	Object	<u>6505</u>	\$22,988.00
	Fund	<u>3804</u>	Dept	<u>411</u>	Unit	<u>B261</u>	Object	<u>4907</u>	\$59,523.09
	Program	_____							

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

Project funding is from the Public Building impact Fees, Public Building improvement Fund and 94.3M NAV 03 Bond.

Construction \$236,638.81  
 Staff \$ 5,000.00  
\$241,638.81

*[Handwritten Signature]* 11.17.09

C. Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

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

*[Handwritten Signature]* 11-30-09  
 OFMB *[Handwritten Signature]* 11/30/09

*[Handwritten Signature]* 12/1/09  
 Contract Development and Control  
*[Handwritten Signature]* 12/1/09

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

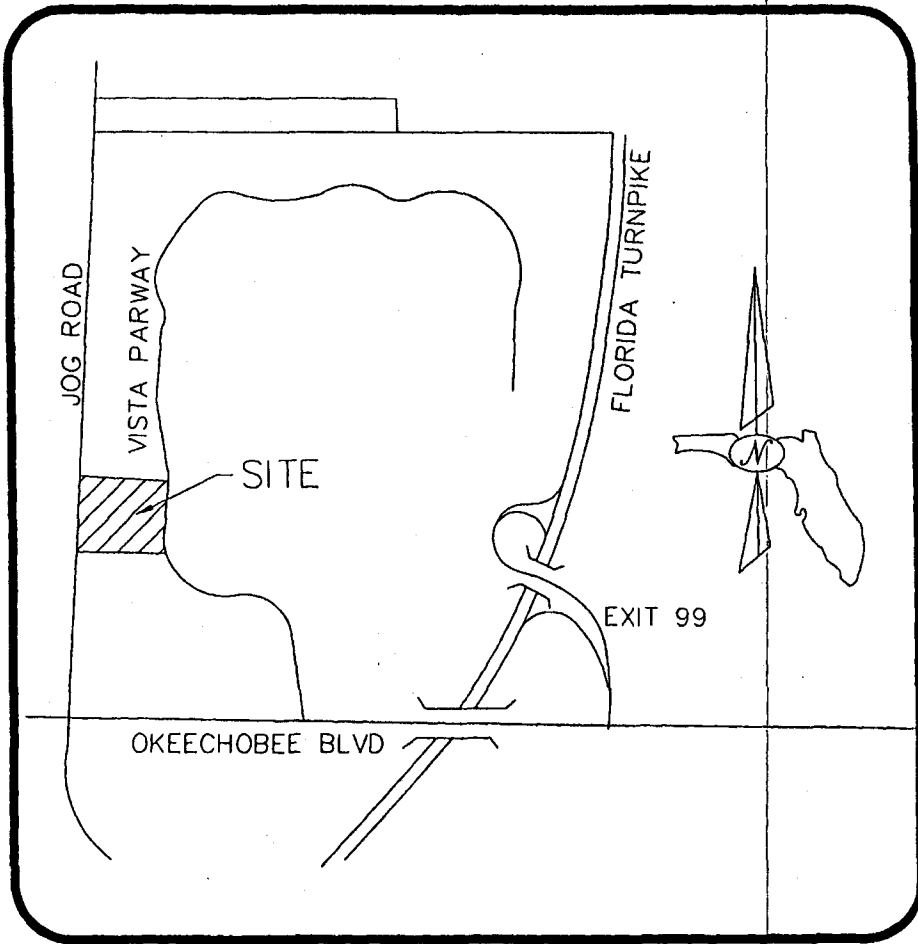
**B. Legal Sufficiency:**

*[Handwritten Signature]* 12/3/09  
 Assistant County Attorney

**C. Other Department Review:**

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

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



LOCATION MAP  
(NOT TO SCALE)

**ATTACHMENT #1**

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/12/09

REQUESTED BY: John Chesher

PHONE: 233-0266

FAX: 233-0270

PROJECT TITLE: Vista 2300 Building Air Conditioning Improvements

PROJECT NO.: 08206 -11

ORIGINAL CONTRACT AMOUNT: N/A - Annual

BCC RESOLUTION#:

DATE:

REQUESTED AMOUNT: \$236,638.81

CSA or CHANGE ORDER NUMBER: Amendment #5

CONSULTANT/CONTRACTOR: Catalfumo Construction, Ltd.

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

CONSTRUCTION	<u>\$236,638.81</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Constr. Phase)	<u>\$ 5,000.00</u>
MISC. (permits, prints, advertising, etcetera)	
<b>TOTAL</b>	<u><u>\$241,638.81</u></u>

\*\* 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)

3018-411-13261-6502 159,127.72  
 3805-411-13261-6505 22,988.<sup>w</sup>  
 3804-411-13261 4907 59,523.09

FUND:                      DEPT:                      UNIT:

OBJ: 13261 4907 59523 09

FUNDING SOURCE (CHECK ALL THAT APPLY):

AD VALOREM     OTHER

FEDERAL/DAVIS BACON

BAS APPROVED BY: 

DATE: 11-13-09

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

111309.203

**ATTACHMENT #2**

**AMENDMENT NO. 5 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
2300 BUILDING AIR CONDITIONING IMPROVEMENTS  
PROJECT NO. 08206**

WHEREAS, the Owner and Construction Manager (Catalfumo Construction, Ltd.) 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 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 **\$236,638.81** for the construction costs of 2300 Building Air Conditioning Improvements. Refer to Exhibit A.

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **ninety (90)** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are **\$0/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)

**ATTACHMENT #3**

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and CONSTRUCTION MANAGER has hereunto set its hand the day and year above written.

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

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

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

By: \_\_\_\_\_  
Burt Aaronson Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Joe Anthony Wolf  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER:  
By: Catalfumo Construction, Ltd.  
(Corporate Name)

[Signature]  
Signature  
SHARON R. BOCK  
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

(Corporate Seal)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/27/2009

PRODUCER (305)822-7800 FAX (305)822-1621  
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.

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

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

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	GL0913777003	05/15/2009	05/15/2010	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP380808805	05/15/2009	05/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC380808905	05/15/2009	05/15/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000

### DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Annual CM at Risk Services for various projects  
Palm Beach County Board of County Commissioners is named additional insured, as respects Commercial General Liability, per policy terms & conditions.

\*10 Day Notice of Cancellation will apply for nonpayment

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County, Cap Improv Div Facilities Development & Operations Dept 2633 Vista Parkway  West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE Mel Wiesel/LBR

**PALM BEACH COUNTY**

**CONSTRUCTION CHANGE PROPOSAL (CCP)**

**CAT Job 07-020-06**

<b>TO:</b> Palm Beach County Capital Improvements Division	<b>CCP NUMBER:</b> N/A
<b>ATTENTION:</b> John Chesher	<b>DATE:</b> September 23, 2009
<b>REFERENCE:</b> Vista Office Supplemental Air Conditioning	<b>PROJECT NAME:</b> Capital Improvement Projects On A Continuing Contract Basis
	<b>PROJECT NUMBER:</b> WO # pending
	<b>CONTRACT NUMBER:</b> R2007-1217

We propose to accomplish the MODIFICATIONS identified in FIELD BULLETIN FB# N/A and as described herein. Except as modified below, the original contract and all prior amendments shall remain in full force and effect.

**DESCRIPTION:** Furnish and install supplemental air conditioning systems in accordance with Drawings Cover Sheet, M-1, M-2, M-3, M-4, E-1, E-2, E-3, and E-4 all dated 7/28/09 by Johnson, Avedano, Lopez, Rodriguez & Walewski.

Supplemental A/C for Control Room 1W-52, Lan Room 4W-78, Multimedia & Print Room /Storage, and IS Equipment Room 3E-37.


Systems are proposed as designed except as otherwise qualified herein.

CCP assumes working eight hour days beginning nominally at 5:30 PM Monday through Friday and normal daytime hours on Saturdays. Any overtime beyond these times will be adjusted by approved change order.

<b>PROPOSED CONTRACT PRICE CHANGE:</b>	<input checked="" type="checkbox"/> (increases) <input type="checkbox"/> (decrease) <input type="checkbox"/> (unchanged)	<b>\$236,638.81</b>
<b>PROPOSED CONTRACT TIME CHANGE:</b>	<input type="checkbox"/> (increases) <input type="checkbox"/> (unchanged)	<u>N/A</u> <b>DAYS</b>
<b>PROPOSED NEW SUBSTANTIAL COMPLETION:</b>	<u>TBD</u>	<b>DATE</b>

**FROM:** Catalfumo Construction, Ltd.  
Contractor

**DISTRIBUTION:** E.Meinzinger  
J.Mansfield  
S. Brazier  
L. Fields

**SIGNED:**   
**DATE:** 9/23/09

SEP 28 2009

RECEIVED  
CAPITAL IMPROVEMENTS DIV



Project: Vista Office Supplemental Air Conditioning  
 Plans: M-1, M-2, M-3, M-4, E-1, E-2, E-3, and E-4 all dated  
 7/28/09 by J A L R W

JOB # 07-020-06  
 CCP # N/A

Line Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Sub	Subcontract Cost	Total Cost	Comments
15	Supplemental A/C for Control Room 1W-52, Lan Room 4W-78, Multimedia & Print Room /Storage, and IS Equipment Room 3E-37.										
16											
17	SUBCONTRACTORS / WORK TASKS										
18											
19	Stokes Mechanical										
20	HVAC and Controls	1	LS		\$ -		\$ -	123,800.00	\$ 123,800.00	\$ 123,800.00	15-800-S
21											
22	Meisner										
23	Electrical conduit, wiring, breakers, panel work	1	LS		\$ -		\$ -	19,348.00	\$ 19,348.00	\$ 19,348.00	16-100-S
24											
25	Hi-Tech Roofing	1	LS		\$ -		\$ -	5,920.00	\$ 5,920.00	\$ 5,920.00	07-230-S
26											
27	Cutting & Patching - Allowance	1	LS		\$ -		\$ -	0.00	\$ 5,000.00	\$ 5,000.00	03-700-S
28											
29	Drywall & Ceiling Repair - Allowance	1	LS		\$ -		\$ -	10,000.00	\$ 10,000.00	\$ 10,000.00	09-260-S
30											
31	Painting - Allowance	1	LS		\$ -		\$ -	7,500.00	\$ 7,500.00	\$ 7,500.00	09-900-S
32											
33	permit fees not included										
34											
35	Fire Alarm Contractor - allowance	1	LS		\$ -		\$ -	0.00	\$ -	\$ -	15-510-S
36											
37											
38											
39	Contingency	1	LS		\$ -		\$ -	10,000.00	\$ 10,000.00	\$ 10,000.00	01-990-O
40											
41	General Labor, protection labor, etc.	192	MHrs	32.39	\$ 6,218.96		\$ -	0.00	\$ -	\$ 6,218.96	01-670-L
42											
43	Daily Cleanup and Restoration	1	LS		\$ -		\$ -	0.00	\$ 5,000.00	\$ 5,000.00	01-650-O
44										\$ 192,786.96	
45											
46	General Conditions										
47											
48	Project Manager	288	HR	49.76	\$ 14,330.88		\$ -		\$ -	\$ 14,330.88	01-325-L
49	Project Superintendent	0	HR	0.00	\$ -		\$ -		\$ -	\$ -	01-320-L
50	Project Engineer	0	HR	0.00	\$ -		\$ -		\$ -	\$ -	01-335-L
51	Project Admin / Accts Payable	8	HR	25.82	\$ 206.54		\$ -		\$ -	\$ 206.54	01-330-L
52	Labor Burden			48.24%	\$ 14,537.42					\$ 7,012.85	01-520-LB
53	computer burden									\$ 316.80	01-333-O
54	vehicle expense									\$ 2,592.00	01-995-O
55	small tools / consumables									\$ 300.00	01-630-O
56	dumpster/trash removal	1	EA		\$ -	235.00	\$ 235.00		\$ -	\$ 235.00	01-592-O
57	temp protection materials	1	LS		\$ -	1,000.00	\$ 1,000.00		\$ -	\$ 1,000.00	01-542-O
58										\$ 25,994.06	
59											
60	General Liability Insurance							0.600%	\$ 1,312.69	\$ 1,312.69	01-810-O
61											
62	Bond							\$14.40/1000	\$ 3,150.45	\$ 3,150.45	01-820-O
63											
64	Builders Risk by PBCounty							0.000%	\$ -	\$ -	
65											
66	Construction Fee							6.0%	\$ 13,394.65	\$ 13,394.65	01-100-O
67											
68										\$ 236,638.81	

# STOKES

MECHANICAL CONTRACTOR

September 11, 2009

Catalfumo Construction Company  
4300 Catalfumo Way  
Palm Beach Gardens, FL 33409

Attn: Randy Shurr

**RE: Supplemental A/C for Computer Rooms at The Vista Office Center**

## PROPOSAL

We are please to offer the following HVAC quotation for the above mentioned project based on Mechanical drawings M-1, M-2, M-3 & M-4 dated July 28, 2009 as engineered by JALRW engineering for the sum of \$123,500.00

## SCOPE

Price is subject to increase after 30 days

### HVAC:

- Cut and cap existing SA ductwork feeding room 4W-81
- Provide and install (1) 500 CFM VAV box (No heat option)
- Provide stand alone room sensor connected to Building Automation System
- Provide and install (1) 1.5 ton ductless mini splits system (AC-3)
- Provide and install (3) 3 ton ductless mini split systems (AC-6a, AC-6b, AC-7)
- Provide & install (1) inline condensate pump for system AC-3
- Provide and install (1) roof mounted pipe curb / jack (roofing by others)
- Provide and install (2) 5" x 2" roof mounted condenser racks (roofing by others)
- Provide and install (4) brazed refrigerant line sets (Type L copper as noted)
- Provide and install (4) pro-press condensate lines (Type L copper as noted)
- Piping insulation as specified on drawings
- Hangers & supports (pipe, duct & equipment)
- Secure and anchor all HVAC related equipment as detailed

Continued

PLUMBING • AIR CONDITIONING

2001 7th Avenue North • Lake Worth, FL 33461 • (561) 582-3589 • FAX (561) 582-3602

**HVAC (Con'd)**

- Core bore as required
- Fire stopping as required
- Hoisting and rigging as required
- New 10 x 10 & 8 x 8 galvanized sheet metal ductwork serving room 4W-81 (connect to existing grills)
- Ductwork insulation as specified on drawings)
- Provide and install (1) wall mounted fire damper (wiring by FAC)
- All work is quoted as premium time installation (Friday as regular time)
- Coordination with electrical contractor, roofer, GC and owner as required.
- Protection material as required (floors and walls)
- Removal and reinstallation of ceiling tile

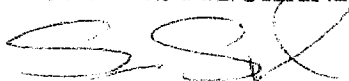
**Note # 1)**

Piping for systems #3 & #7 shall run through a new pipe curb, piping for systems 6a & 6b shall run through an existing pipe curb as noted.

**Exclusions:**

- Electrical work
- Roofing
- Ceiling tile or grid removal or replacement
- Connecting mini splits to BAS
- Relocation or protection of existing furniture other associated office items
- Painting of any kind
- Disconnects or starters — *ADD of 300.00 FOR MITSUBISHI MOTOR RATED DISCONNECTS, PER D.K.*
- Drywall removal or repairs
- Certified Test and Balance *T. Chen*
- Permit fees
- De-commissioning or re-commissioning of smoke alarm system
- Smoke head or sprinkler head protection devices / material (by GC)

Sincerely  
**STOKES MECHANICAL CONTRACTOR, INC.**



Susan Stokes  
President



**BUILDING SOLUTIONS**

220 NE 1st Street • Delray Beach • Florida 33444-3710  
Lic. No. EC0000418

August 28, 2009

Proposal # 09080466

Mr. Randy Shurr  
**Catafumo Construction, Ltd.**  
4300 Catafumo Way  
Palm Beach Gardens, FL 33410

**Re: Supplemental A/C for Computer Rooms, Vista Center Office Building  
2300 North Jog Road, West Palm Beach, FL 33411**

Mr. Shurr:

We are pleased to submit our proposal for your consideration to furnish and install the electrical requirements for the above referenced project. Our bid is based on and is in accordance with the construction documents listed below, applicable specifications, addenda and clarifications:

Drawings: M-1 thru M-4, E-1 thru E-4 all to Revision NIL dated 07/28/09.

Addenda: None

Specifications: None; assumed standard PBC specification requirements.

**Base Bid Amount: \$19,348.00**

**Proposal is based upon today's commodity pricing. Any substantial increases in material will be cause for a change order for the escalation in prices.**

This proposal specifically includes:

1. Utilization of 1.4E-39,41 for feed to CU-6a; circuit 37 as indicated on drawing has active 20A1P breaker.
2. Utilization of Panel 1.3E (120/240V 50A sub-panel) to feed CU-6b. Circuits 1.4E-38,40,42 are occupied by an existing 60A3P breaker and there is no other available space in this panel. Please confirm mechanical equipment will operate effectively on 240V.
3. Provision and installation of control conduit and wire for industry standard thermostat-controlled mechanical equipment. BMS or other control systems may require different control materials which may be cause for extra costs. No HVAC control information included on bid documents (mechanical and/or electrical).
4. Installation to be performed during normal working hours with reasonable cooperation by existing tenant(s). Overtime installation, if required, shall be cause for extra costs.
5. All raceway shall be EMT per General Notes on E-1. No areas within this scope of work shall be considered subject to physical damage.
6. Firestopping as required.
7. U. L. rated material and labor.
8. Material sales tax.

9. Tools and equipment.

This proposal specifically excludes:

1. "Service switch motor rated...Mitsubishi #TAZ-MS 303 or equal" shall be furnished by mechanical contractor with associated equipment. Installation included as required.
2. Provision, installation and/or termination of HVAC control equipment.
3. Restoration, flashing, sealing, etc. of roof penetrations.
4. Concrete or drywall cutting and/or patching.
5. Bonds (if performance payment bond is required, add 1% to base bid amount).
6. Permit fees.
7. Engineering, design or utility company fees.
8. Waste removal fees.
9. Builder's Risk Insurance coverage is specifically not included in this proposal and shall be provided by the owner and/or contractor, and shall name Meisner Electric as an additional insured.

This proposal excludes any acceleration costs not caused by Meisner Electric and is figured at a 40 hour work week.

This proposal is valid for "only" seven days. In the event of a successful bid tabulation, "all" material and labor will be reevaluated and subject to pricing adjustments prior to the actual commencement of work.

*The final acceptance of this proposal between the parties mentioned herein shall be contingent upon the execution of a mutually acceptable AIA contract document or equal.*

Your consideration of our firm for completing the subcontract work is valued and appreciated. Please do not hesitate to contact us if you have any questions or comments.

Respectfully submitted,

**MEISNER ELECTRIC INC.**



Kevin Trowski  
Project Manager

KT/cb

cc: Tim Onnen, MEI  
Jody Leo, MEI  
Cindi Beliles, MEI  
File: 09080466

# HI – TECH ROOFING AND SHEET METAL, INC.

**“Exceeding Expectations”**

State Contractors License # CCC058213

2266 4<sup>th</sup> Avenue North  
Lake Worth, FL 33460



(561) 586-3110  
FAX (561) 586-5198  
www.hi-techroofing.com

September 14, 2009  
Catalfumo Construction  
Mr. Randy Shurr  
4300 Catalfumo Way North  
Palm Beach Gardens, FL 33410

**RE: PBC Vista Office Bldg**

Dear Mr. Shurr,

Please find below cost for flashing new mechanical and electrical penetrations as requested.

**Scope of Work:**

1. **New Mechanical Curb Approx 4'x4'**: Remove existing roofing materials and Lightweight Concrete for the installation of one (1) new curb (curb, installation of curb, metal deck, and structural steel by others) and haul away debris. Owner must allow Hi-Tech Roofing to remove trash through service elevators down to the ground floor. Install Koppers 2045 modified flashing set in roof cement around new curb.

**Total Price Furnished and Installed Tax Included.....\$ 2,500.00**

2. **New Penetration Flashing Approx 12'**: Remove existing roofing materials and Lightweight Concrete for the installation of twelve (12) new penetrations for electrical conduits and condensing rack stand legs (racks, conduits, mechanical, electrical, metal deck, and structural steel by others) and haul away debris. Install new 26ga Stainless Steel Pitch Pans at new penetrations.

**Total Price Furnished and Installed Tax Included.....\$ 3,420.00**

Please contact me with any questions or concerns.

Sincerely,

Matt Daley  
Hi-Tech Roofing



SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

PROJECT NAME: 2300 Vista Parkway  
 NAME OF PRIME BIDDER: CATALEUMO CONSTRUCTION, Ltd  
 CONTACT PERSON: Stuart Brazier

PROJECT NO: Pending  
 PHONE NO: 561-694-3000 FAX NO: 561-691-3890  
 DEPARTMENT:

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount					Other (SBE)
	Minority Business	Small Business	Black	Hispanic	Woman	Caucasian		
ROOFING Hi tech Roofing & Sheet Metal, Inc. 2265 4th Avenue North Lake Worth, FL 33461 561-586-3110		X	\$ -	\$ -	\$ -	\$ -	\$ 5,290.00	
HVAC E.C.Stokes Mechanical Contractor, Inc. 2001 7th Ave North Lake Worth, FL 33461 561-582-3689		X	\$ -	\$ -	\$ -	\$ -	\$ 123,600.00	
ELECTRICAL Melsner Electric 220 NE 1st Street Delray Beach, FL 33444 (561) 278-8392		X	\$ -	\$ -	\$ -	\$ -	\$ 19,348.00	
(Please use additional sheets if necessary)		Total	\$ -	\$ -	\$ -	\$ -	\$ 148,438.00	

Total Bid Price: 236,638.81 Total Value of SBE Participation \$ 148,438.00 % SBE Participation 62.73%

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

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 964-012-120

BOND AMOUNT: \$236,638.81

CONTRACT AMOUNT: \$236,638.81

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: 2300 Building Air Conditioning Improvements (Misc HVAC and Associated Electrical Additions to Provide Additional Cooling to County Facility)

PROJECT LOCATION: 2300 Vista Parkway, West Palm Beach, FL 33401

LEGAL DESCRIPTION: 2300 Building Air Conditioning Improvements (Misc HVAC and Associated Electrical Additions to Provide Additional Cooling to County Facility)

2300 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 Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Dollars (\$ 236,638.81)

(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: 2300 Vista Parkway: Vista Office Supplemental Air Conditioning  
Project No.: 08206  
Project Description: 2300 Building Air Conditioning Improvements (Misc HVAC and Associated Electrical Additions to Provide Additional Cooling to County Facility

in accordance with Design Criteria Drawings and Specifications prepared by

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

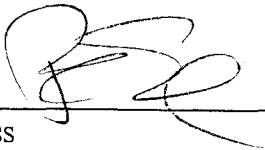
THE CONDITION OF THIS BOND is that if Principal:

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

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.

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

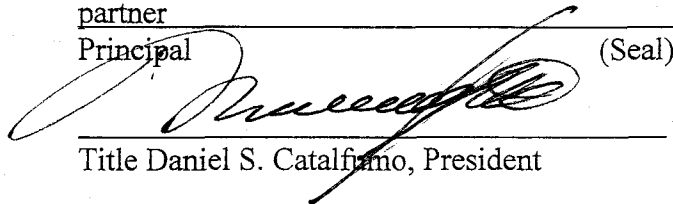


Catalfumo Construction, Ltd.

By: Catalfumo Construction, Inc. Its general partner

Principal

(Seal)



Title Daniel S. Catalfumo, President

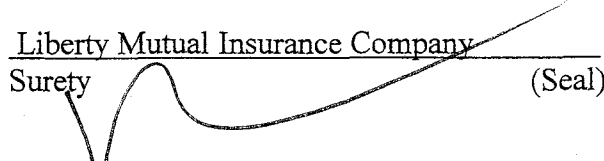
Witness



Liberty Mutual Insurance Company

Surety

(Seal)



Brett Rosenhaus, Attorney in fact and Florida Resident Agent

**FORM OF GUARANTEE**

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

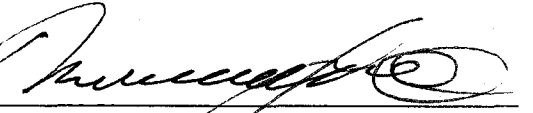
We the undersigned hereby guarantee that the Vista OSC Building 8 – Fixed Assets/Purchasing Warehouse and Vista OSC Building 6 – Storage Building, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed 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: To Be Determined  
(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 31st day of March, 2009.

LIBERTY MUTUAL INSURANCE COMPANY

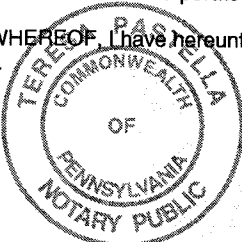


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 31st day of March, 2009, 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By 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 12th day of November, 2009



By David M. Carey, Assistant Secretary

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.

NOT VALID FOR MORTGAGES, NOTES, BILLS, LETTERS OF CREDIT, BANK DEPOSITS, currency rate, interest rate or residual value guarantees.