

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

Meeting Date: June 8, 2010

☒ Consent    ☐ Regular  
☐ Workshop    ☐ Public Hearing

Department: Facilities Development and Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

- A) Amendment No. 6 to the contract with Catalfumo Construction, Ltd. (R2007-1217) for construction management services for various capital projects; and
- B) Amendment No. 7 to contract with Catalfumo Construction, Ltd. (R2007-1217) in the amount of \$4,209,613 for construction management services for the Governmental Center Chiller Replacement.

**Summary:** Catalfumo Construction, Ltd. was selected to provide construction management services associated with the design and construction of various capital projects which may include new construction, additions, or renovations from \$400,000 to \$25,000,000. The original contract provided for an initial two (2) year term with three (3) - one (1) year renewal options. Amendment No. 6 will provide for services during the second renewal period. Catalfumo Construction has a Small Business Enterprise (SBE) participation goal of 15%. During the three years of the contract, Catalfumo Construction has achieved 20.3% participation.

Amendment No. 7 will provide for a Guaranteed Maximum Price (GMP) to replace the roof top cooling towers and chillers at the Governmental Center with a new chiller building located east of the Governmental Center parking garage. The new chillers will also provide chilled water to the Historic Courthouse and eliminate the chiller/generator yard located northeast of the Historic Courthouse. Due to the location of the new Central Energy Plant (CEP), the Rose Garden will be relocated and enhanced with a new Public Assembly Plaza including an open-air sheltered pavilion with seating and a landscaped plaza, the cost of which is included in this Amendment. Project funding is from Bonds and Ad Valorem. 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 provide 49% SBE participation in this amendment. The construction duration of the CEP is 150 calendar days to substantial completion. The second phase, Public Assembly Plaza, will commence upon completion of the CEP and relocating of the Historic Courthouse equipment. (Capital Improvements Division) Countywide/District 7 (JM)

**Background and Justification:** Catalfumo Construction was one of three firms selected to perform professional construction management services on a continuing contract basis. Work is authorized through individual task agreements when required during the term of this contract. The contract term is for two years and the original Board action allowed for three additional one year renewals. Amendment No. 6 will provide services during the second renewal period and would be the fourth year of the contract.

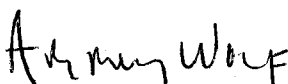
(Continued on Page 3)

**Attachment:**

1. Location Map
2. Amendment No. 6
3. Amendment No. 7
4. Budget Availability Statement

Recommended by:




  
Department Director

6/11/10

Date

Approved by:

  
County Administrator

4/4/10  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	\$4,309,613				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>\$4,309,613</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account No.: Fund 3804 Department 411 Unit B208 Object 4610 \$3,193,788  
Fund 3065 Department 411 Unit B208 Object 4907 \$1,115,825

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

A. Fiscal impact is determined at a maximum rate. Individual task assignments and amendments requiring BCC approval will be brought to the Board and changes in fiscal impact will be addressed at that time, otherwise funding will come from previously approved BCC projects.

B. Construction \$4,209,613  
Staff Cost \$ 100,000  
Est. Cost \$4,309,613

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

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

N. Dias 6/3/10 Jan. S. Jacoby 6/14/10  
OFMB Contract Administration  
6/9/10 6/11/10  
E. Jones 6/4/10

### B. Legal Sufficiency:

James C. Miller 6/4/10  
Assistant County Attorney

These Amendments comply with  
our review requirements.

### C. Other Department Review:

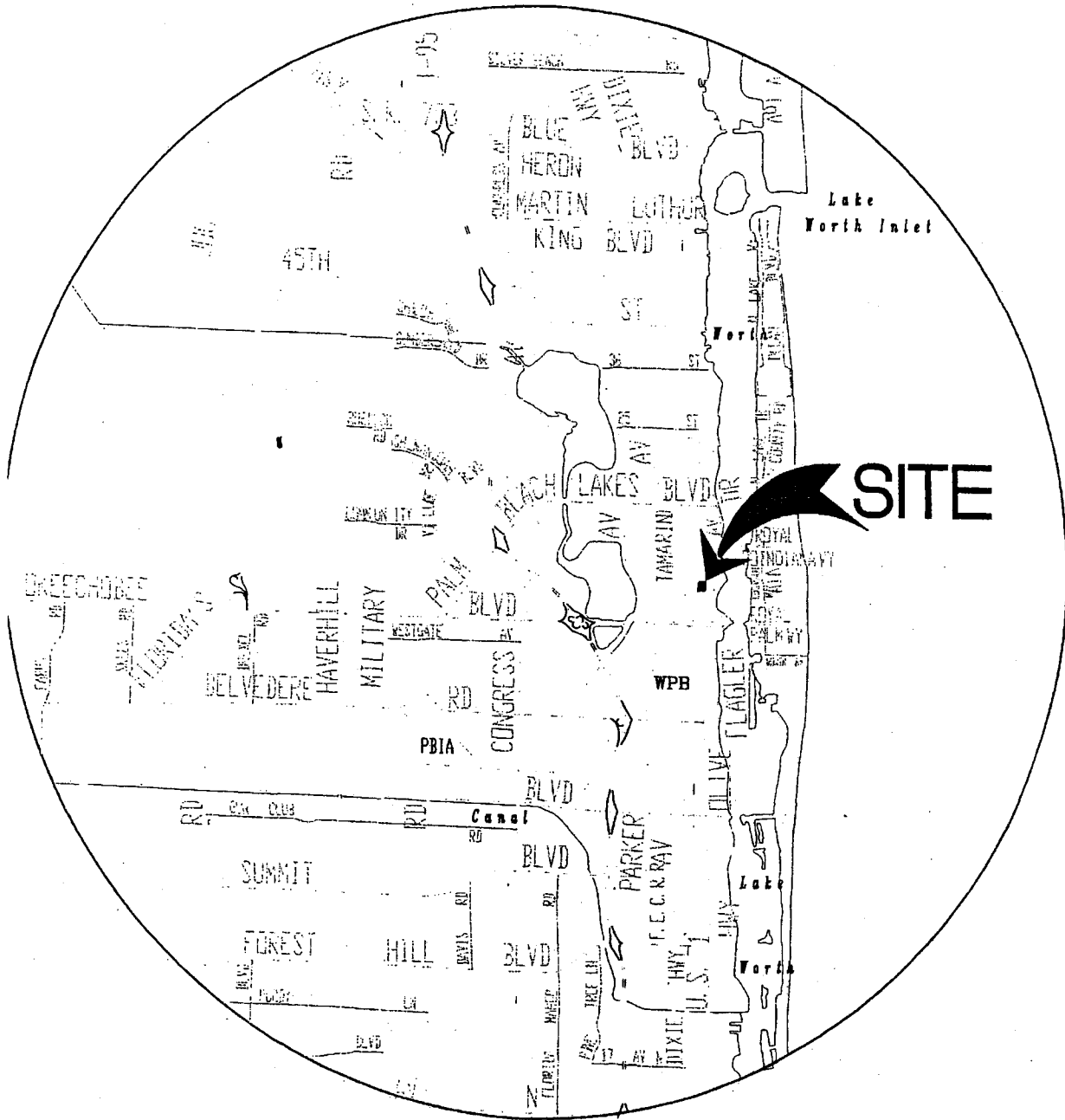
\_\_\_\_\_  
Department Director

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

**Background and Justification (Continued):**

It is the consensus of Facilities Development & Operations that Catalfumo Construction has successfully provided the services required by the County in a timely manner. They are in good standing and wish to continue to provide services. During the three years of the contract, Catalfumo Construction was awarded \$14,968,600 in Construction Management Authorizations.

Amendment No. 7 provides for the new chillers to replace the Governmental Center roof mounted chiller plant which has exceeded its operational life expectancy by constructing a new structure east of the parking garage. The Historic Courthouse will also be served by the new CEP, thus eliminating its chiller. The Historic Courthouse emergency generator will also be relocated to the new CEP. The Historic Courthouse chiller/generator will be replaced with a Public Assembly Plaza being managed as a Art in Public Places project consisting of an open-aired sheltered pavilion with seating, landscaped plazas and a bell tower to display a bronze commemorative bell recently cast to honor Palm Beach County's centennial celebration. The Public Assembly Plaza will provide a venue for County officials to host activities such as public ceremonies, public celebrations and public announcements (press conferences) which historically occurred in a "town square" in front of a courthouse or town hall, or in a "village green". The Public Assembly Plaza will also offer an outdoor venue for The Historical Society to present educational programs and special events. The GMP contains a contingency of \$118,500. The construction will be covered under the County's Master Builder Risk Insurance policy.



# LOCATION MAP

**AMENDMENT TO CONTRACT FOR**  
**Annual Construction Management Services**  
**Continuing Contract Basis**

This Amendment No. 6 dated \_\_\_\_\_, to the Contract (R-2007-1217) dated July 10, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and Catalfumo Construction, Ltd., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSTRUCTION MANAGER.

**WITNESSETH**

**WHEREAS**, the parties have entered into a Contract under which the CONSTRUCTION MANAGER provided certain construction management services to the COUNTY for various projects; and

**WHEREAS**, the parties hereto desire to amend the Contract to extend it for an additional one (1) year period.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is renewed for one (1) additional year to July 9, 2011.
2. Add Article 12 regarding the Office of Inspector General:  
**12.1** Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to

review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving full and unrestricted access to records relating to Bid or any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Inspector General's Office shall be incorporated into the contract price of all contracts and shall be one quarter ( $\frac{1}{4}$ ) of one (1) percent of the contract price.

3. Add the following paragraph to the Contract General Conditions, GC 68:  
**68.3.1** Without changing the contract price, a fee of 0.25% will be deducted by the Owner from each application for payment to defray costs of the Inspector General's office in accordance with Ordinance 2009-049.
4. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect

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

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

PALM BEACH COUNTY 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: Armen W. W. W.  
Director, Facilities Development &  
Operations

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

[Signature]  
Signature  
RYAN HUTCHINS  
Name (type or print)

Deborah A West  
Signature

Deborah A West  
Name (type or print)

CONSTRUCTION MANAGER:  
CATALFUMO CONSTRUCTION, LTD.

BY: Catalfumo Construction, Ltd.  
(Corporate Name)

a Florida Limited Partnership  
(insert state of corporation)

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

[Signature]  
Signature

Daniel S Catalfumo  
Name (type or print)

President  
Title

(Corporate Seal)

**AMENDMENT 7 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
GOVERNMENT CENTER CHILLER REPLACEMENT  
PROJECT NO. 08215**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated July 10, 2007 (R2007-1217) 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 \$4,209,613 for the construction costs for the Government Center Chiller Replacement Project. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the chiller portion of the project within 150 calendar days of receiving the Notice to Proceed with construction work from the Owner. Demolition of the existing chiller yard shall be complete within 45 days of Notice to Proceed. Phase II construction of the public pavilion and associated site work is TBD. Liquidated Damages are \$345/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)

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: \_\_\_\_\_  
Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Anthony Wolf  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

Deborah A West  
Signature

CONSTRUCTION MANAGER:

D S Catalano  
Signature

Deborah A West  
Name (type or print)

Daniel S. Catalano  
Name (type or print)

President  
Title

(Corporate Seal)

Palm Beach County Downtown West Palm Beach Chiller Replacement  
PALM BEACH COUNTY JOB NUMBER: 08215 - CATALFUMO JOB NUMBER: 09-010-01  
CATALFUMO CONSTRUCTION, Ltd.

95% CD Estimate of Probable Cost

does not include preconstruction fee or tree relocation work order #11

EXHIBIT 2.1.4.A

SUMMARY BUDGET ITEMS - GMP FORMAT

Pink colored text denotes items requiring further discussion

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP				
01.0	PRECONSTRUCTION MANAGERS FEE		\$	0.00%	NOT INCLUDED IN GMP BELOW (AUTHORIZED BY SEPARATE WORK ORDER)			
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT)		\$ 518,911	12.33%				
02.1	OFF-SITE	\$ 121,176		2.88%				
02.2	ON-SITE	\$ 193,983		4.61%				
02.3	OVERHEAD & PROFIT	\$ 203,752		4.84%				
03.0	COST OF THE WORK		\$ 3,555,683	84.47%				
03.1	GENERAL CONDITIONS	\$ 187,449		4.45%				
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 3,368,234		80.01%				
04.0	SUBTOTAL		\$ 4,074,584	96.79%				
05.0	BONDS		\$ 36,248	0.88%				
06.0	INSURANCE & BUILDERS RISK		\$ 49,450	1.17%	BUILDERS RISK --- TO BE PAID DIRECTLY BY COUNTY (including all deductibles)			
07.0	SALES TAX RECOVERY		\$ (69,180)	-1.64%				
08.0	SUBTOTAL		\$ 4,091,113	97.19%				
09.0	CONSTRUCTION CONTINGENCY		\$ 118,500	2.81%				
10.0	GUARANTEED MAXIMUM PRICE		\$ 4,209,613	100.00%	49.86%	<== Schedule 1 anticipated SBE		

SCHEDULE 1

ANTICIPATED LIST OF PROPOSED SBE SUBCONTRACTORS

PROJECT NAME: GOVERNMENT CENTER CHILLER REPLACEMENT

PROJECT NO: 08215

NAME OF PRIME BIDDER: CATALFUMO CONSTRUCTION, Ltd.

CONTACT PERSON: Ed Mainzinger

PHONE NO: 561-694-3000

FAX NO: 561-691-3890

BID OPENING DATE

DEPARTMENT:

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

(Check one or both Categories)

Name, Address and Phone Number	Minority Business	Small Business	Black	Subcontract Amount		Woman	Caucasian	Other (SBE)
				Hispanic				
B & B Janitorial Services, Inc. 2708 N. Australian Avenue, Suite B West Palm Beach, FL 33407 561-935-8136 Final Clean		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 744.00
Head Moraca 250 NW 5th Diagonal Boca Raton, FL 33432 561-703-6591 Doors/Frames/Hardware		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,205.00
Cochel Building 1712 Costa Del Sol Boca Raton, FL 33432 561-756-3948 Stucco		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,780.00
Tony Rodriguez 220 Venus Street, Unit 14 Jupiter, FL 33458 561-252-4230 Drywall/Framing		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,310.00
HPI 2545 Old Okeechobee Road, # 1 West Palm Beach, FL 33409 561-478-8600 Plumbing		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,400.00
Florida Mechanical 3615 Fiscal Court Riviera Beach, FL 33404 561-863-3606 ext 20 HVAC		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,696,321.00
Knight Electric 2610 Old Okeechobee Blvd. West Palm Beach, FL 33409 561-689-3500 Electrical		X	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 276,109.00
(Please use additional sheets if necessary)		Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,098,069.00

Total Bid Price 4,209,613.00

Total Value of SBE Participation \$

2,098,069.00

% SBE Participation

49.88%

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 MWBE. If firms are certified as both an SBE and MWBE, please indicate the dollar amount under the appropriate category
- MWBE information is being collected for tracking purposes only

**FRONT PAGE OF  
PUBLIC PAYMENT BOND**

Florida Statute 255.05

**BOND NO. SU1039393**

**CONTRACTOR:** Catalfumo Construction, Ltd.  
3701 Catalfumo Way North  
West Palm Beach, FL 33410  
561-694-3000

**SURETY:** Arch Insurance Company  
3 Parkway, Suite 1500  
Philadelphia, PA 19102  
215-606-1621

**AGENT:** Nielson, Rosenhaus & Associates  
4000 South 57<sup>th</sup> Avenue, Suite 201  
Lake Worth, FL 33463  
561-432-5550

**OBLIGEE:** Palm Beach County Board of County Commissioners  
2633 Vista Parkway  
West Palm Beach, FL 33411  
561-233-0261

**PROJECT:** Government Center Chiller Replacement

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: SU1039393

BOND AMOUNT: \$4,209,613.00

CONTRACT AMOUNT: \$4,209,613.00

CONTRACTOR'S NAME: CATALFUMO CONSTRUCTION, LTD.

CONTRACTOR'S ADDRESS: 3701 CATALFUMO WAY NORTH

PALM BEACH GARDENS, FL 33410

CONTRACTOR'S PHONE: 561-694-3000

SURETY COMPANY: ARCH INSURANCE COMPANY

SURETY'S ADDRESS: 3 PARKWAY, STE. 1500

PHILADELPHIA, PA 19102

OWNER'S NAME: PALM BEACH COUNTY CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway  
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: GOVERNMENT CENTER CHILLER REPLACEMENT - 2-STORY MASONRY BLOCK

BLDG. TO HOUSE NEW CHILLER & ASSOCIATED EQUIPMENT FOR THE GOVERNMENT CENTER

PROJECT LOCATION: 301 N. OLIVE AVE., WEST PALM BEACH, FL 33411

LEGAL DESCRIPTION: 301 N. OLIVE AVE., 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 hereinbelow defined, in the amount of

Dollars (\$ 4,209,613.00 )

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: GOVERNMENT CENTER CHILLER REPLACEMENT

Project No.: 08215

Project Description: 2-STORY MASONRY BLOCK BLDG. TO HOUSE NEW CHILLER & ASSOCIATED EQUIPMENT FOR THE

Project Location: GOVERNMENT CENTER  
301 N. OLIVE AVE., WEST PALM BEACH, FL 33411

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: BRPH ARCHITECTS

LOCATION OF FIRM: 1475 E. CENTREPARK BLVD., WEST PALM BEACH, FL 33401

PHONE: 561-616-5878

FAX: 561-616-5902

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:

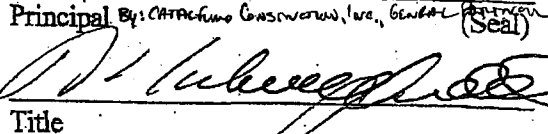
1. Performs the contract between Principal and County for the construction of  
the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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

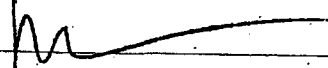
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for 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 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the courts 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 the bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

  
 Witness

CATALFUMO CONSTRUCTION, LTD.  
 Principal By:  (Seal)  
 Title

AS PER ATTACHED POWER OF ATTORNEY  
 Witness

ARCH INSURANCE COMPANY  
 Surety  (Seal)

Title BRETT ROSENHAUS, ATTORNEY IN FACT

**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) CATALFUMO CONSTRUCTION, LTD. AND ARCH  
INSURANCE COMPANY

We the undersigned hereby guarantee that the GOVERNMENT CENTER CHILLER REPLACEMENT Palm Beach  
08215 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 to be filled in at substantial completion)

**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

CATALFUMO CONSTRUCTION, LTD.  
(Contractor) By: CATALFUMO CONSTRUCTION, LTD. (Seal) BRETT ROSENHAUS

By: [Signature]  
(Signature)

ARCH INSURANCE COMPANY  
(Surety) (Seal)

By: [Signature]  
(Signature)

BRETT ROSENHAUS, ATTORNEY IN FACT



## POWER OF ATTORNEY

Known All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint  
Brett Rosenhaus of Lake Worth, FL

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory notes, checks, drafts or bills of exchange.

Any and all bonds and undertakings

**EXCEPTION. NO AUTHORITY** is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory notes, checks, drafts or bills of exchange.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply as if made by its officers and purports, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, the said resolutions copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

**NOTED.** That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, undertakings, recognizances, contracts of indemnity and other writings, obligations in the nature thereof, and any such officers of the Company may appoint agents for acceptance of processes.

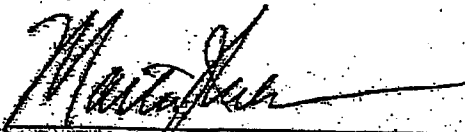
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

**VOTED.** That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolutions by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is affixed, shall continue to be valid and binding upon the Company.


In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 1st day of May, 20 08.

Attested and Certified

Arch Insurance Company

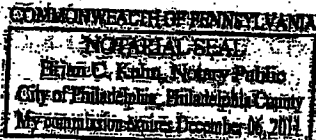
  
Martin J. Nilsen, Secretary



  
J. Michael Pate, Vice President

STATE OF PENNSYLVANIA, SS  
COUNTY OF PHILADELPHIA, SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pate personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 1, 2008 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said J. Michael Pate, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20TH day of MAY, 20 10.

  
Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety  
Parkway, Ste. 1500  
Philadelphia, PA 19102



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/20/2010

PRODUCER (305)822-7800 FAX (305)558-4294  
Collinsworth, Alter, Fowler & French LLC  
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 #

INSURED Catalfumo Construction Ltd  
  
3701 Catalfumo Way South  
Palm Beach Gardens, FL 33410

INSURER A: Zurich American Ins. Co.  
INSURER B: American Guarantee & Liability  
INSURER C: Everest National Insurance Co  
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.

SR ADD'L TR INSUR	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 <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	GL0913777004	05/15/2010	05/15/2011	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	AUTOMOBILE LIABILITY <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	BAP380808806	05/15/2010	05/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 0	71C1000146101	05/15/2010
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER		WC380808906	05/15/2010	05/15/2011

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
: Government Center Chiller Replacement - Bldg to house new Chiller & Associated Equipment  
or Government Center. Certificate Holder is listed as Additional Insured on the Commercial  
General Liability & Commercial Auto Liability policies per policy terms and conditions, if required  
/ written contract/agreement  
10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County  
Board of County Commissioners  
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 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  
Mel Wiesel/LBR

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 5/7/10      REQUESTED BY: Karen Arndt      PHONE: 233-0208  
FAX: 233-0270

PROJECT TITLE: Government Center Chiller Replacement      PROJECT NO.: 08215

ORIGINAL CONTRACT AMOUNT:      BCC RESOLUTION#:

REQUESTED AMOUNT      \$4,209,613      DATE:

CSA or CHANGE ORDER NUMBER: Amendment 7

CONSULTANT/CONTRACTOR: Catalfumo

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

Award of construction contract.

CONSTRUCTION	<u>\$4,209,613</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$100,000</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$4,309,613</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)      3993 788 ~~00~~

FUND: 3904-411-13308-4610      DEPT: 13308      UNIT: 4907      OBJ: 1115825-00

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

SUBJECT TO IG FEE?      ☒ YES      ☐ NO

BAS APPROVED BY: [Signature]      DATE: 5-10-10

ENCUMBRANCE NUMBER: 021010-535