

Agenda Item #:

3H-4

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

Meeting Date: December 21, 2010

**[X] Consent [] Regular
[] Workshop [] Public
Hearing**

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Amendment No. 9 to the contract with Catalfumo Construction Ltd (R2007-1217) in the amount of \$10,271,408 for construction management services for the Acreage Library project establishing a Guaranteed Maximum Price (GMP).
- B) Insurance premium provided under Palm Beach County's Master Builder's Risk Program in an estimated amount not to exceed \$67,488.

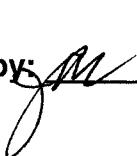
Summary: Amendment No. 9 establishes a GMP of \$10,271,408 and 390 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a small contingency. The new library will be 30,000 square foot on 6.7 acres of land leased from the Indian Trail Improvement District. The project will be US Green Building Council LEED certified and is funded through the GO 06 Library District Improvement fund and the Library Expansion Program. The Small Business Enterprise (SBE) goal for this contract is 15%. Catalfumo Construction's SBE participation for this project is 29.6%. Catalfumo Construction is a Palm Beach County firm and 90% of the work will be done by local subcontractors. (Capital Improvements Division) District 6 (JM)

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, system and materials, and serves as General Contractors issuing the subcontracts for construction. Catalfumo Construction, Ltd. has provided pre-construction services on this project. This Amendment establishes a GMP for the project. Builder's Risk insurance for this project will be provided through the County's Master Policy. This new library is one of the projects approved as a part of the Library Expansion Program II.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 9

Recommended by:



Armen Wolf

Department Director

12/1/10

Date

Recommended by:



County Administrator

12/20/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$10,468,896</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$10,468,896</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes X No

Budget Account No: Fund 3022 Dept 321 Unit L045 Object 6502 \$687,650
Fund 3751 Dept 321 Unit L045 Object 6502 \$3,597,246
Reporting Category

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

Construction \$10,271,408
Staff Charges \$130,000
Builder's Risk \$67,488
TOTAL BAS \$10,468,896

III. REVIEW COMMENTS:

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

[Signature] 12/14/10
OFMB 12/14/10
12/9/10 12/14/10 12/14/10 12/14/10

[Signature] 12/14/10
Contract Administrator
E. Jones 12/14/10

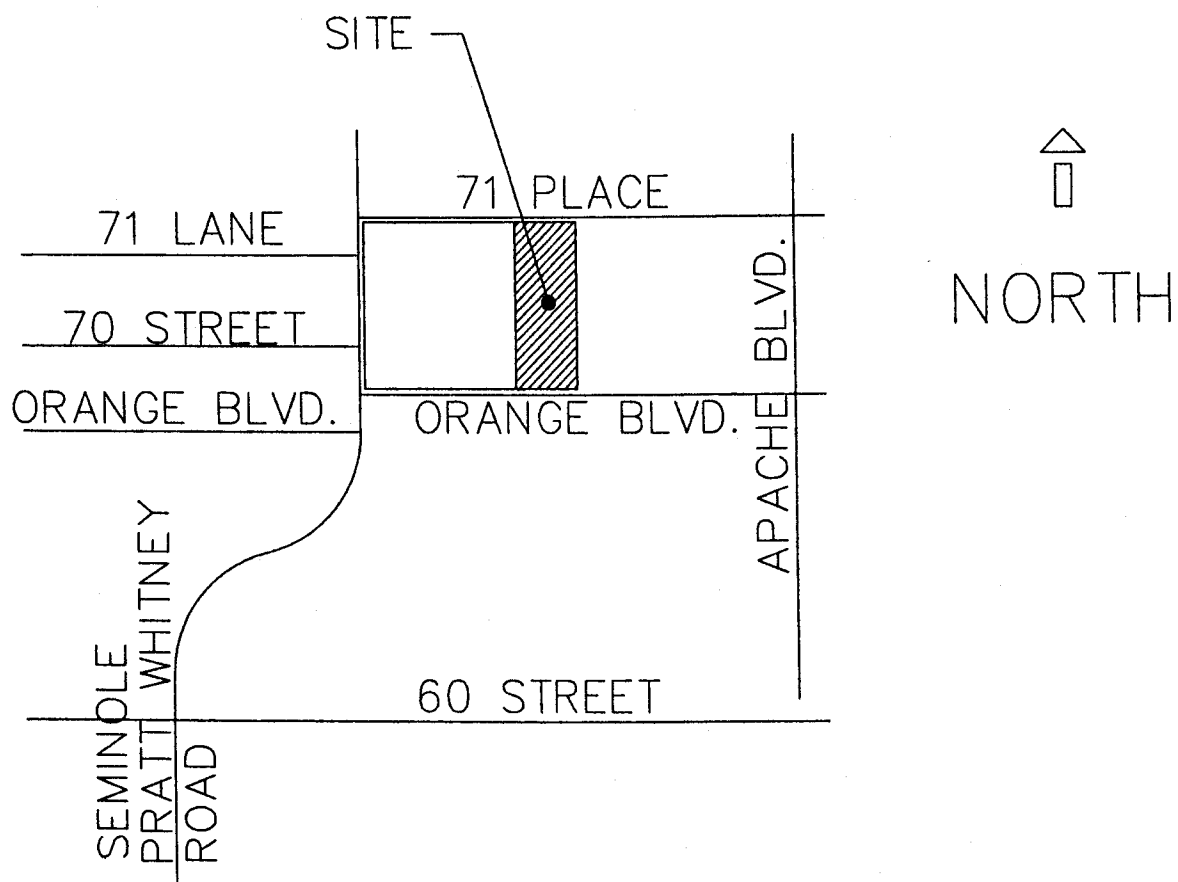
B. Legal Sufficiency:

[Signature] 12/15/10
Assistant County Attorney

This amendment complies with
our review requirements.

C. Other Department Review:

[Signature]
Department Director



LOCATION MAP

SEC 30 TWP 42 RNG 41

ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/16/10 REQUESTED BY: Karen Arndt

PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: Acreage Library

PROJECT NO.: 08203

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT

DATE

CSA or CHANGE ORDER NUMBER: Amendment 9

CONSULTANT/CONTRACTOR: Catalfumo Construction Ltd.

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

GMP

CONSTRUCTION	<u>\$10,271,408</u>
PROFESSIONAL SERVICES	<u> </u>
STAFF COSTS** (Design/Construction Phase)	<u>\$130,000</u>
MISC. (permits, prints, advertising)	<u>\$67,488 (builder's Risk)</u>
TOTAL	\$10,468,896

** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3022 DEPT: 321 UNIT: L045
3751 DEPT: 321 UNIT: L045

OBJ: 6502 - \$7,034,250
6502 - \$3,434,616

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☒ YES ☐ NO

BAS APPROVED BY: 

DATE: 11/18/10

ENCUMBRANCE NUMBER: _____

**AMENDMENT 9 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
ACREAGE LIBRARY
PROJECT NO. 08203**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 7/10/07 (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) **CONTRACT REVISIONS**

Revise contract terms as attached to this amendment:

Add paragraph 6.8

Revise paragraph 12.1

Delete paragraph GC 68.3.1

(2) **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 \$10,271,408 for the construction costs of the Acreage Library project. Refer to Exhibit A.

ATTACHMENT #3

(3) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 390 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$375/day for failure to complete within the contract time or approved extension thereof.

(4) 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: _____
Karen T. Marcus, 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:

[Signature]
Signature

Deborah A West
Name (type or print)

Daniel S. Catalfamo
Name (type or print)

President
Title

(Corporate Seal)

Add the following paragraph to the Contract:

6.8 When summarizing the cost of the GMP, the Overhead and Profit factor shall not be calculated on the Construction Contingency nor will the Construction Manager be due any additional Overhead and Profit on the use of the Construction Contingency. Additional Construction Management Overhead and Profit will not be allowed on any individual change order work until the cumulative total increase of the trade contracts exceeds 5%. Additional Construction Management Overhead and Profit above the cumulative total increase of 5% will be at the same rate established for the overall GMP.

The Overhead and Profit factor included in the GMP will be paid proportionally on a percent complete basis of the work in place, less retainage.

If work is authorized only for a part of the project, the Overhead and Profit fee shall be proportionate to the amount of work authorized.

Revise Paragraph 12.1 of the Contract to read as follows:

12.1 Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to 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. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

Delete the following paragraph from 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.~~

ACREAGE LIBRARY (2010 LEED VERSION)
PALM BEACH COUNTY JOB NUMBER: 08203 - CATALFUMO JOB NUMBER: 08-007-01
CATALFUMO CONSTRUCTION, Ltd.

95% CONSTRUCTION DOCUMENTS -
GMP

EXHIBIT 2.1.4.A

SUMMARY BUDGET ITEMS - GMP FORMAT

LINE ITEM	DESCRIPTION	LINE ITEM SUBTOTAL	LINE ITEM SUBTOTAL	PERCENT OF TOTAL GMP	NOT INCLUDED IN GMP TOTAL BELOW (This amount has been previously authorized BY SEPARATE WORK ORDERS)			
01.0	PRECONSTRUCTION FEE AND WO NUMBER 1 FOR TREE TRANSPLANTING		\$ 40,847.59					
02.0	CONSTRUCTION MANAGERS FEE (INCLUDES OVERHEAD & PROFIT)		\$ 1,101,196.91	10.72%				
02.1	OFF-SITE	\$ 81,510.67		0.79%				
02.2	ON-SITE	\$ 518,441.23		5.05%				
02.3	OVERHEAD & PROFIT	\$ 501,245.01		4.88%				
03.0	COST OF THE WORK		\$ 8,804,578.00	85.72%				
03.1	GENERAL CONDITIONS	\$ 302,269.00		2.94%				
03.2	CSI DIVISIONS 1 THROUGH 16	\$ 8,502,309.00		82.78%				
04.0	SUBTOTAL		\$ 9,905,774.91	96.44%				
05.0	BONDS		\$ 105,128.71	1.02%				
06.0	INSURANCE & BUILDERS RISK		\$ 107,704.17	1.05%	BUILDERS RISK - - - TO BE PAID DIRECTLY BY COUNTY (including all deductibles)			
07.0	SALES TAX RECOVERY		\$ (47,199.80)	-0.46%				
08.0	SUBTOTAL		\$ 10,071,408.00	98.05%				
09.0	CONSTRUCTION CONTINGENCY		\$ 200,000.00	1.95%				
10.0	GUARANTEED MAXIMUM PRICE		\$ 10,271,408.00	100.00%	29.64%	<== Schedule 1 anticipated SBE		LEED ==> \$ 461,450.54

PUBLIC CONSTRUCTION BOND

BOND NUMBER: SU1039401

BOND AMOUNT: \$11,041,356.61

CONTRACT AMOUNT: \$11,041,356.61

CONTRACTOR=S NAME: Catafumo Construction, Ltd.

CONTRACTOR=S ADDRESS: 3701 Catafumo Way South
Palm Beach Gardens, FL 33410

CONTRACTOR=s PHONE: 561-694-3000

SURETY COMPANY: Arch Insurance Company

SURETY=s ADDRESS: 3 Parkway, Suite 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: PBC Acreage Library

PROJECT LOCATION: Loxahatchee, FL

LEGAL DESCRIPTION: Parcel "B" Pratt & Whitney & Orange MUPD, a subdivision according to the
Plat thereof, as recorded in Plat Book 87, Pages 59 through 60, Public Records of Palm Beach County
Florida. Containing 6.66 acres more or less.

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

Dollars (\$ 11,041,356.61)

(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: PBC Acreage Library
Project No.: 08203
Project Description: Parcel "B" Pratt & Whitney & Orange MUPD, a subdivision according to the Plat thereof, as recorded in Plat Book 87, Pages 59 through 60, Public Records of Palm Beach County Florida. Containing 6.66 acres more or less.
Project Location: Loxahatchee, FL

in accordance with Design Criteria Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:
FAX:

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 court of competent jurisdiction in Palm Beach County and not elsewhere.

This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under the bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05 (2), Florida Statutes.

Witness

Elizabeth
Witness

Catalfumo Construction, Ltd.

Principal (Seal)

Title

Arch Insurance Company

Surety (Seal)

Brett Rosenhaus 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 (PROJECT NAME AND NUMBER) 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 to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Catalfumo Construction, Ltd.
(Contractor) _____ (Seal)

By: _____
(Signature)

Arch Insurance Company
(Surety) _____ (Seal)

By: _____
(Signature)
Brett Rosenhaus, Attorney in Fact

POWER OF ATTORNEY

Know 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 and Jason Katz of Lake Worth, FL (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

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 note, check, draft or letter of credit.

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 to all intents and purposes, 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, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, 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, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

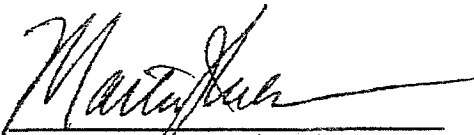
This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

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 certifications 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 attached, 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 8th day of September, 2009.

Arch Insurance Company

Attested and Certified


Martin J. Nilsen, Secretary

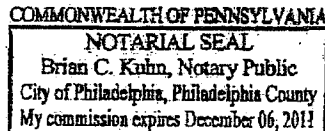


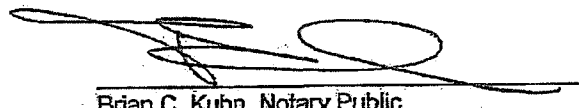

J. Michael Pete, Vice President

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 Pete 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 September 8, 2009 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 Pete, 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 22ND day of NOVEMBER, 2010.


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
3 Parkway, Ste. 1500
Philadelphia, PA 19102



00ML0013 00 03 03

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/02/2010
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.
INSURED Catalfumo Construction Ltd 3701 Catalfumo Way South Palm Beach Gardens, FL 33410		INSURERS AFFORDING COVERAGE INSURER A: Zurich American Ins. Co. INSURER B: American Guarantee & Liability INSURER C: Everest National Insurance Co INSURER D: INSURER E:
		NAIC #

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	GL0913777004	05/15/2010	05/15/2011	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				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
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
B	AUTOMOBILE LIABILITY	BAP380808806	05/15/2010	05/15/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
C	EXCESS/UMBRELLA LIABILITY	71C1000146101	05/15/2010	05/15/2011	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
						\$
	<input checked="" type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$ 0					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC380808906	05/15/2010	05/15/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	E.L. EACH ACCIDENT				\$ 500,000	
	E.L. DISEASE - EA EMPLOYEE				\$ 500,000	
	E.L. DISEASE - POLICY LIMIT				\$ 500,000	
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Project #08-007-02 PBC Acreage Library-Tree Transplants, 15801 Orange Ave, Loxahatchee, Fl 33470
Certificate Holder is listed as Additional Insured on the Commercial General Liability policy & Commercial Auto Liability policy per policy terms and conditions, if required by written contract/agreement.
*10 DAY NOTICE OF CANCELLATION FOR NONPAYMENT

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of County Commissioners Palm Beach Capital Improvements Division 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 