

Agenda Item #:

3H-17

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 17, 2011

Consent Regular
 Workshop Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 9 to the contract with Moss & Associates, LLC. (R2007-0031) for Construction Management Services for the Courts Renovation for a Guaranteed Maximum price (GMP) in the amount of \$11,926,673.

Summary: On April 25, 2006, the Board approved proceeding with the first phase of the Jail Expansion Program which consisted of the construction of the West County Detention Facility, West County Court Expansion, Stockade Redevelopment Site Preparation and Video Visitation System Improvements at the Main Detention Center. This GMP Amendment authorizes the expansion and renovation of the West County Courthouse to serve the increased in-custody population and provide court facilities in the Western Communities equivalent to those at other satellite facilities. This Amendment authorizes the renovation of the courts facility at the West County Detention Center. Amendment No. 9 is funded from the Criminal Justice and Public Improvement Revenue Bond Series 2008. The Small Business Enterprises (SBE) participation goal for this project is 15%. Moss & Associates will be providing 21.45% SBE participation in this Amendment. Overall SBE participation is 16.41%. Moss Construction is a Broward County based firm and 55% of the subcontractors used by Moss Construction are Palm Beach County contractors. The duration for this work is 335 calendar days. (Capital Improvements Division)
Countywide/ District 6 (JM)

Background and Justification: Previous amendments 1-8 authorized construction of site work, out buildings, the jail expansion, Palm Tran Maintenance Facility, and Video Visitation Facility at the Central Detention Facility. The GMP includes a contingency of \$298,167.

Attachments:

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

Recommended by:   5/3/11
Department Director Date

Recommended by:  5/12/11
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$11,926,673	0	0	0	0
Operating Costs	_____	0	0	0	0
External Revenues	_____	0	0	0	0
Program Income (County)	_____	0	0	0	0
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$11,926,673	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____

Reporting Category _____

3804-411-B322-4610 \$93,000
 3804-411-B314-4610 \$48,690
 3804-411-B362-6502 \$4,612,114.80
 3053-411-B362-6502 \$10,172,868.20

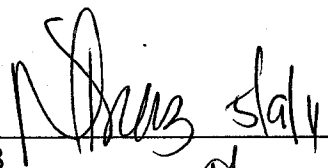
B. Recommended Sources of Funds/Summary of Fiscal Impact:

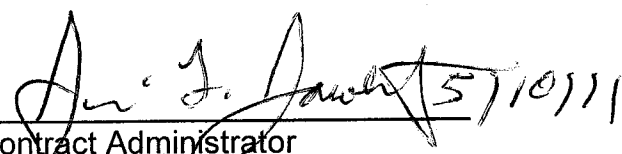
Amendment No. 9 is funded from the Criminal Justice and Public Improvement Revenue Bond Series 2008.

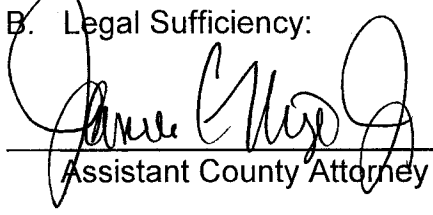
C. Department Fiscal Review: _____

III. REVIEW COMMENTS:

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

OFMB  5/9/11
 at 5/9/11

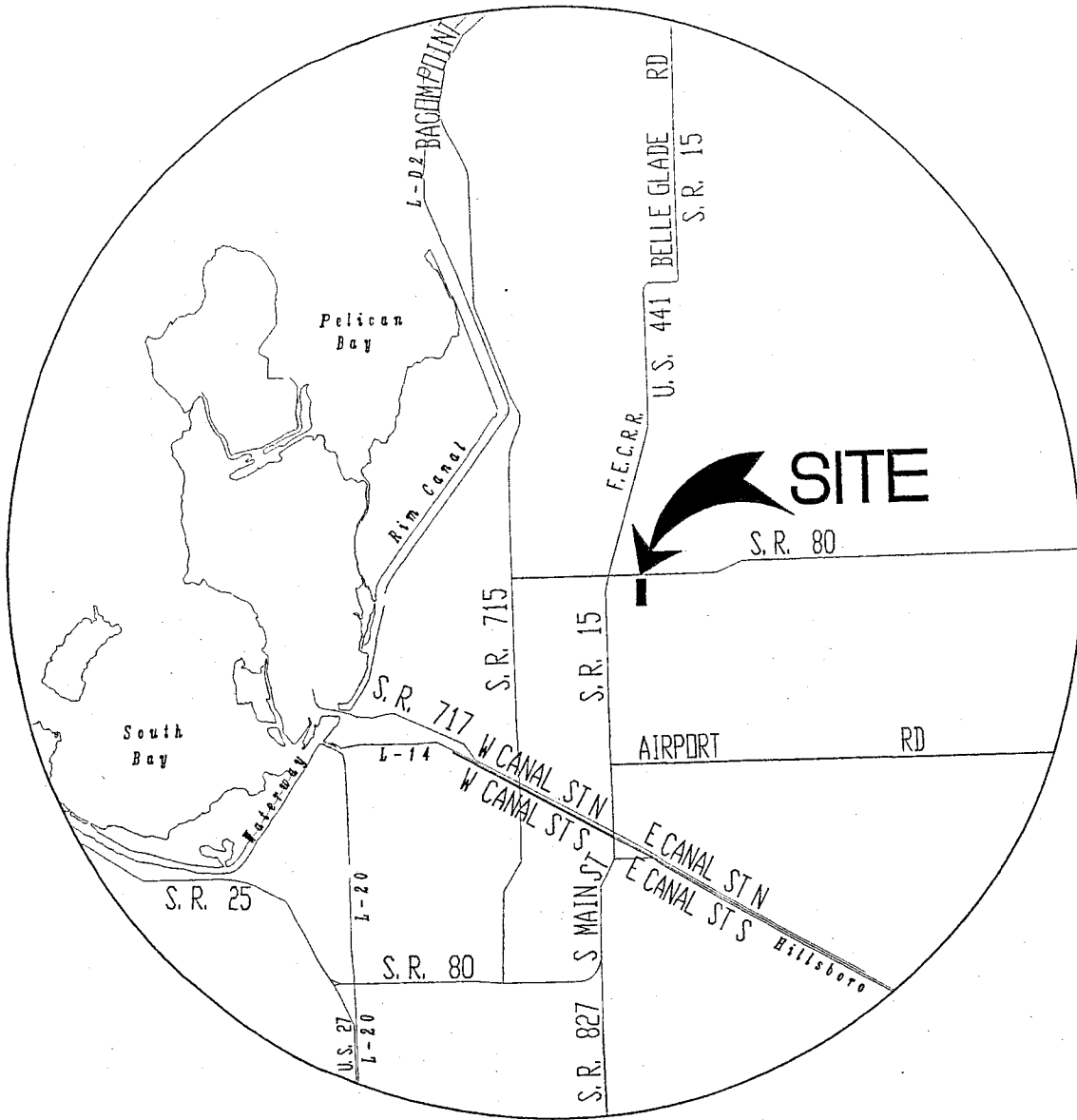
 (5/10/11)
 Contract Administrator
 5/10/11

B. Legal Sufficiency:
 5/11/11
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director



LOCATION MAP

N.T.S.

ATTACHMENT #1

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 04/26/11 REQUESTED BY: Mike McPherson PHONE: 233-0278
FAX: 233-0270

PROJECT TITLE: PBC Jail Expansion Program II PROJECT NO.: 06213

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#:

REQUESTED AMOUNT: \$11,926,673.00 DATE:

CSA or CHANGE ORDER NUMBER: Amendment No. 9

CONSULTANT/CONTRACTOR: Moss Construction

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

Amendment No. 9 to the contract with Moss & Associates, LLC. is for Construction Management Services for the Courts Renovations.

CONSTRUCTION	<u>\$11,926,673.00</u>
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising, etcetera)	_____
TOTAL	\$11,926,673.00

** By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: DEPT: UNIT: OBJ:

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

BAS APPROVED BY: *[Signature]* DATE: 4-29-11

ENCUMBRANCE NUMBER: 200-111407-748

3804-411-13322-4610 93,000.00
3804-411-13314-4610 48,690.00
3053-411-13362-6522 10,170,868.00
3804-411-13362-6522 1,610,114.80

Revised 03/30/04

**AMENDMENT # 9 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
JAIL EXPANSION PROGRAM II
WEST COUNTY JAIL
PROJECT NO. 06213**

WHEREAS, the Owner and Construction Manager, Moss & Associates, LLC, acknowledge and agree that the Contract between Owner and Construction Manager is in full force and effect and that this Amendment merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other issues as set forth herein and in the Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

GUARANTEED MAXIMUM PRICE

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of \$ 11,926,673 for the expansion to the West County Detention Facility.

SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete this work within 335 calendar days of receiving the Notice to Proceed. Should the Contractor (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$770.00 per day through the date of certification of Substantial Completion for the Jail Expansion to the existing Jail.

- (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: _____
Karen Marcus, 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

Jason Patrizi
Signature

CONSTRUCTION MANAGER:

MOSS & ASSOCIATES, LLC

M
Signature

JASON PATRIZI
Name (type or print)

MICHAEL MAZZA
Name (type or print)

VICE PRESIDENT
Title

(Corporate Seal)

Palm Beach County Jail Expansion - II
West County Courts Renovation
95% GMP Summary Sheet

Pkg.	Item	Subcontractor	GMP	Value of SBE
	Testing Lab		By Owner	
	Survey, Layout, and Control	Allowance	5,000	0%
	Final Cleaning	Allowance	25,000	
2	Demolition at existing jail	Cougar Cutting	218,252	20%
3	CIP	Florida Lemark	191,225	0%
4	Masonry	Florida Lemark	82,660	0%
5	Steel	Stirling Steel	117,470	26%
6	Interior Architectural Woodwork	Exact Millworks	178,741	0%
7	Roofing	Hi-Tech Roofing	214,150	83%
7	Caulking & Resinous Floors / Walls	ABG	25,900	0%
7	Applied Fire Proofing	Tropic Fire Protection	80,600	0%
9	Drywall & Acoustical Wall Treatment	RDP	552,669	88%
9	Tile, VCT, Access Floor	Atlantic Interior Services	360,907	97%
9	Painting	Fleischer's	118,407	92%
10	Miscellaneous Specialties	Lotspeich	52,470	0%
10	Canopies	Dittmer	52,000	0%
10	Signage	Baron	21,587	0%
11	Detention Equipment & Glazing	Cornerstone	1,009,400	21%
21	Sprinkler System	Fred McGilvary	60,000	0%
22	Plumbing	Plumbing Mart	218,380	19%
23	HVAC	Southeast	1,566,777	19%
26	Electrical	Miezner	2,009,677	17%
27	Security Electronics	Com-Tec	1,389,400	31%
31	Site Grading (final)	Edens	155,312	70%
32	Fencing	Carlson Fence	153,354	10%
32	Landscaping	Greenscape, Inc.	27,198	74%
33	Addendum 2 Allowance	ALL	691,448	
34	Hurricane Impact Window Allowance	Cornerstone	45,000	
	Subtotal		9,623,134	
	Building Permit Fees/Plan Check		by Owner	
	Drawing Allowance Reimbursement		0	
	Owner Trailer Compound		43,994	
	Construction Phase Fee		833,271	
	Cost of Work - General Conditions		124,000	
	Subbonds / Subguard		120,290	
	Builders Risk Insurance-Premium		34,680	
	Builders Risk Deductible Allowance		50,000	
	Performance Bond		107,340	
	General Liability Insurance / C.C.I.P.		155,047	
	Construction Contingency		298,167	
	Subtotal		11,389,973	
	Design Contingency (N.I.C.)		N.I.C.	
	Construction Manager Fee		536,700	
	TOTAL		11,926,673	
	GMP Total		11,926,673	22.46% SBE

VE Option-Delete Corridor SC-117 and associated Stair Enclosure \$72,326.00



**PALM BEACH COUNTY JAIL EXPANSION
West County Facility - Courts Renovation - GMP
Belle Glade, Florida**

April 21, 2011

Assumptions, Qualifications and Allowances

1. The Guaranteed Maximum Price Proposal is based on the attached list of Documents (Document Log) prepared by HOK dated December 7, 2010, received by Moss on December 8, 2010. Included is the work as shown on the drawings, described in the specifications, and clarified herein. Reasonable efforts have been made to identify any conflicts or omissions in the documents. In the event of a conflict between these Assumptions & Qualifications and the Drawings and Specifications, these Assumptions & Qualifications shall govern.
2. Construction Phase Fee and Cost of Work General Conditions Cost are figured as stand-alone with a ten (11) month duration.
3. Cost of the premiums for the Construction Manager's bond shall be at an estimated rate of .90% of the GMP Amount.
4. Costs for the Construction Manager's casualty insurance/C.C.I.P. shall be at an estimated rate of 1.30% of the GMP Amount.
5. The cost of the Subguard Program shall be at a fixed rate of 1.25% of the total of all subcontracts and purchase orders.
6. Costs for the Builder's Risk Insurance has been included in this GMP for a premium of \$34,680. At the request of Palm Beach County Moss has included a one-time loss deductible allowance of \$50,000. Should any single loss occur for which the deductible allowance is not sufficient to cover such loss, a Change Order for any costs in excess of the \$50,000 allowance will be issued to Moss, or Palm Beach County will be responsible for all costs over and above the \$50,000 allowance. Palm Beach County will be responsible for any costs associated with any additional subsequent loss after the first loss, or a Change Order will be issued to Moss for all additional costs associated with such loss. Moss has included 4 Builder Risk options for review by Palm Beach County. Option 1. (included in GMP) provides full coverage for both new construction and renovation with a limit of liability of \$11,269,691. The deductibles are \$10,000 AOP except Wind, Water Damage and Flood, \$25,000 for Water Damage, \$50,000 for Flood and the greater 3% of the value of at risk at the time of the loss or \$250,000 for Wind. Palm Beach County retains all losses within the policy deductibles. Option 2 is the same as Option 1 except the Wind Deductible is reduced to \$25,000 from the greater of 3% of the value at risk at the time of the loss or \$250,000. The price of this policy is \$72,126 with Palm Beach County retaining all losses within the policy deductibles. Option 3 for a



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April 21, 2011

Assumptions, Qualifications and Allowances

value of \$122,126.00 includes Moss retaining all losses within the policy deductibles. Option 4 for a value of approximately \$29,680 provides full coverage on the new addition under one program (policy) and full coverage on the renovation work excluding Wind coverage under a separate program (policy). Palm Beach County would retain all losses within the policy deductibles. (note any occurrence may cause damage to both the new addition and renovation areas for which Palm Beach County would be responsible for the deductibles on each.

7. Testing, handling, removal, transport, or disposal of Hazardous Materials if discovered on site has NOT been included in the estimate. Any Hazardous Material discovered on site shall be considered a concealed condition. In the event these conditions are discovered Moss will cooperate with Palm Beach County and Palm Beach County's separate Abatement Contractor in the identification, abatement, removal, and transportation of the material.
8. We have made a reasonable review of the specifications for consistency with our contract agreement. In the event the specifications conflict with our contract agreement the contract agreement shall supersede.
9. It is understood that the design for the renovation to the existing buildings meets current code requirements. Unanticipated additional work that may be required when the final design and permitting are completed is outside the control of the Construction Manager and may impact the final price for the work.
10. We have assumed the majority of the work will be completed on a 5-day per week schedule; Work hours have been assumed to be 7am to 5pm. We understand some work may be required to be performed during "off hours". We have included an allowance to perform the "off hours" work. We have included an allowance of \$91,375.00 for off-hours shift work for the following trades:
 - A. Demolition \$8,425.00
 - B. Drywall \$19,950.00
 - C. Flooring \$5,000.00
 - D. Painting \$2,600.00
 - E. HVAC \$35,000.00
 - F. Electrical \$8,000.00
 - G. Security Elect \$12,400.00

Assumptions, Qualifications and Allowances

11. We have assumed that PBSO will provide escort(s) as necessary with the understanding that PBSO must be provided a (72) hour notice. Emergency situations will be handled on a case by case basis.
12. We have assumed that contractors will be permitted to store material on site in storage containers and that Moss will be permitted to locate a trash container on site in close proximity to the building(s).
13. The construction schedule is based on reasonable and timely inspections, approvals, and cooperation from local jurisdictions. The schedule is based upon availability of all permits (including, but not limited to demolition, subsidiary permits, etc.) necessary to sustain continuous construction operations.
14. The breakdown included in this submission represents estimated trade contract amounts and is part of the overall estimate. This breakdown is not to be construed as line item guarantees and shall be managed at the discretion of the Construction Manager.
15. The costs of the following items are to be paid for by the Owner. These costs are not included in our estimate Proposal:
 - a. Site impact fees and right-of-way costs.
 - b. Grounds maintenance after substantial completion.
 - c. Supply of FF&E Items.
 - d. Supply and installation of window treatments.
 - e. Supply and installation of modular walls, desks and related appurtenances. This includes voice, data and power raceways and cabling for distribution throughout the modular system.
 - f. Supply and installation of public seating in waiting rooms or other areas such as offices, jury seating areas, court rooms, hearing rooms etc.
 - g. Supply and installation of data network electronic equipment
 - h. FPL/Bellsouth utility impact and connection fees including transformers and/or sources for temporary and/or permanent power or services (i.e. transformers, new/temporary power poles, etc.).



**PALM BEACH COUNTY JAIL EXPANSION
West County Facility - Courts Renovation - GMP
Belle Glade, Florida**

April 21, 2011

Assumptions, Qualifications and Allowances

- i. Survey/monitoring of existing buildings/structures for settlement.
 - j. Building Permit Costs and trade contractor permit fees
 - k. Inspection of building areas to be renovated and certification these areas are free of hazardous materials (i.e. ACM's, mold, etc.).
 - l. Air quality testing/monitoring and mitigation if required.
 - m. Insulation at existing exterior walls.
 - n. Visual Display Boards or Display Cases of any kind.
 - o. Removal of the existing epoxy floor in Areas B & C
- 16.** Construction Manager will use its best efforts to include escalation in the procurement of subcontractors. Unanticipated additional costs associated with fuel cost, material and/or labor escalation or increases resulting from market conditions outside the control of the Construction Manager shall be equitably compensated based on validation of extraordinary costs beyond normal escalation documented by recognized industry data.
- 17.** All material testing, threshold inspections, and special inspections are by Palm Beach County. Costs for these inspections are not included in the estimate. If re-inspections are required as a result of defective work, re-inspection costs will be born by Moss' Subcontractor.
- 18.** We have included an allowance of \$43,944 for the Office Trailer Complex. The allowance includes a (2) 24' x 40' double wide trailer for a period of (11) months. The Owner's field office trailer will be used for all OAC Meetings and any meeting requiring (10) people or more.
- 19.** We have included industry standard sealing/patching on roof areas where MEP equipment is to be removed or new equipment is to be installed. We assumed the roof areas affected are out of warranty and will provide only a standard one year warranty on the work completed as part of our contract.
- 20.** We have assumed that temporary air conditioning during construction will be sufficient for installation of all interior finishes..



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Assumptions, Qualifications and Allowances

21. We have assumed there will be no requirement for raising or lowering existing fire sprinkler mains or branch lines.
22. We have included all new fire sprinkler heads.
23. We have assumed there will be no underground services to relocate when constructing the addition.
24. Drawing PD 201.B shows the removal of an existing Propane Gas Tank. We have included purging of LP gas tank and removal of gas piping up to shut off valve only. The removal of the tank and the gas piping from the tank to the shut off valve is assumed to be by propane gas provider.
25. We have assumed demucking will be required in the area of the new addition. Demucking is included up to 8 ft. in depth and will extend five feet beyond the north and west walls.
26. We have assumed that there is sufficient additional capacity in the existing MEP and FP systems to accommodate the new addition.
27. The GMP Proposal includes responses to the following RFIs: 1, 2, 3, 4, 5, 6, 8, 10, 11, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 61, 62, 65, 66, 67, 68, 69, 70, 71, 72, 74, 75, 76, 78, 80, 81, 82, 83, 84, 85, 86, 89, 93, 98, 99, 100, 103 through 118.
28. At the request of Palm Beach County Moss has attempted to identify allowances for the unanswered RFI's. If the cost of these RFI's exceeds the allowances identified and additive change order will be written to adjust the amount. The GMP Proposal includes allowances for responses to the following RFIs, as the RFIs were not answered or the responses do not provide adequate information to properly price: 9, 16, 17, 33, 63, 73, 79, 87, 88, 94, 95, 96, 97, 101, and 102.
 - A. RFI 007-Installation of OFCI Furniture-**At the request of PBC we have not included the installation of Owner Furnished Contractor Installed Furniture.**
 - B. RFI 009-Demucknig up to 8 feet deep at New Addition **\$26,235. Any additional demucking and fill will be at a rate of \$23.00/CY.**



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Assumptions, Qualifications and Allowances

- C. RFI 016-Telephone Specialties-No allowance included in GMP
- D. RFI 017-Projection Screens-6 projectors and screens have been included in the GMP
- E. RFI 019-Public Seating-The Public Seating (pews) in the courtrooms have been included in the GMP.
- F. RFI 033-Display Boards-No allowance included in GMP
- G. RFI 059-Insulation at New Exterior Walls-Included in GMP
- H. RFI 060-Sprinkler Heads-Included all new sprinkler heads
- I. RFI 063-Rec Yard Drainage-Included \$7,392 to over cut the slab at new corridor and slope to exterior walls
- J. RFI 064-Spray on Fire Proofing-Included in GMP
- K. RFI 073-Roof Penetration Details-Included details by Fibertite
- L. RFI 077,094,095,096,097&102-Conduit and Power to Smoke Exhaust Fans on Pods A&B-Included \$85,000 in GMP
- M. RFI 079-Main Jail Connection Point for Security LAN-Included in GMP
- N. RFI 087-Courtroom Audio Recording System-Included \$40,400 in GMP
- O. RFI 088-Lightning Protection-Included \$25,070 in GMP
- P. RFI 090-Plenum Rated Cable-We have included non-plenum rated cable.
- Q. RFI 101-Smoke Control Panel Location-This work has been included in GMP

29. The GMP Proposal is based on the attached Phasing plan with a lag of no more than fourteen (14) calendar days from the completion of Phase I and the start of Phase II work.



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Assumptions, Qualifications and Allowances

30. We have included an allowance of \$20,000 for the shoring of the existing structure per General Note 1 S201.A, S201.B, S201.C, S301.A, S301.B and S301.C. The allowance includes \$5,000 for signed and sealed drawings by a specialty engineer and \$15,000 for shoring rental and installation based on reports from CSW and Alsina Shoring.
31. Building Division Plan Review Comments by Palm Beach County dated 1/25/11 are specifically excluded from the scope of this GMP Proposal.
32. We have assumed that the only Secure walls are those shown on Drawing A422 Dated 3/11/11.
33. We have included an allowance of \$12,990 for a cast-in-place roof for Corridor SC-117 in lieu of hollow core precast panels.
34. We have included CMU walls as shown on the structural drawings.
35. We have included duct security bars as shown on Engineers Sketch SKM201.C-1 only.
36. We have included applied fire proofing at Area A Addition and miscellaneous patching at existing.
37. We have included the repair and update of the existing Lightning protection system on the West County Courts Building and Pods A & B. This however does not include sacrificial roofing pads or surge protection on the service entrance for Pods A & B. For a UL Master Label Certificate the service entrance must have a 20kA rated surge protection device. The service entrance may or may not have an adequate TVSS. **An allowance of \$15,000 has been included in the GMP to bring the existing system up to code.**
38. The floor plans for Areas B & C do not identify partition types. Please reference Exhibit A – Partition Type Assumptions.
39. Moss has reduced the staff position of Area Superintendent from 11 months to 7 months on this project based on the understanding that there will be minimal changes, Field Bulletins, and Field Instructions issued throughout the construction of the project. During construction Moss reserves the right to assess the amount and impact of changes made and to either include additional General Conditions on the change proposals in order to staff the project accordingly or request a change order to add additional staff to adequately manage the additional work.



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Assumptions, Qualifications and Allowances

- 40. Addendum 2 dated 3/11/11-**Moss has included Addendum 2 for \$691,448 for all work associated with Addendum 2. Based on the status of the documents at the time the Addendum was issued and outstanding questions Moss has made several assumptions on systems and portions of the work to substantiate the additional cost for Addendum 2. Moss has included an allowance of \$203,900 for the Courtroom Audio/Visual requirements as there is not enough information to accurately price at this time. We have also included an allowance of \$25,300 for the additional work associated with the BDA system for which there is insufficient information to provide an accurate price. Both the allowances for the Courtrooms A/V system and BDA system in the total cost of Addendum 2 for \$691,448 for Addendum 2. See attached breakdown for Addendum 2 in Tab 1.
- 41. Exterior Hurricane Impact Windows-**Moss has included an allowance of \$45,000 for the work associated with furnishing and installing hurricane impact glazing at the exterior openings of the new construction and existing building. This also includes providing a ballistic rated door at the gun locker room and one way glazing for the control room. This includes removal of existing frames where required, installation of new frames in both existing locations and new, patching of walls around opening, installation of glazing and touch up painting. No specifications or documents have been provided to Moss for this work.

END



West County - Courts Facility - GMP Document Set
 Document Log

No.	Title	Date	ADDEND
G000	COVER SHEET	12/7/2010	
G001	DOCUMENT SET INDEX	3/11/2011	2
G002	GEN NOTES, ABBREV, AND SYMBOLS	12/7/2010	
C001	GENERAL NOTES	3/11/2011	2
C101	SITE DEMOLITION AND EROSION CONTROL PLAN	3/11/2011	2
C201	SIGNING, STRIPING, AND GEOMETRICS PLAN	3/11/2011	2
C301	PAVING AND DRAINAGE PLAN	3/11/2011	2
C401	UTILITY PLAN	3/11/2011	2
C501	DETAILS AND NOTES	3/11/2011	2
C502	DETAILS AND NOTES	3/11/2011	2
IR-1	IRRIGATION PLAN	3/11/2011	2
IR-2	IRRIGATION LEGEND, DETAILS AND NOTES	3/11/2011	2
LP-1	EXISTING TREE LOCATION	3/11/2011	2
LP-2	LANDSCAPE PLAN	3/11/2011	2
LP-3	PLANT LIST AND DETAILS	3/11/2011	2
S201.A	FOUNDATION PLAN	12/7/2010	
S201.B	FOUNDATION PLAN	3/11/2011	2
S201.C	FOUNDATION PLAN	12/7/2010	
S301.A	ROOF FRAMING PLAN	12/7/2010	
S301.B	ROOF FRAMING PLAN	12/7/2010	
S301.C	ROOF FRAMING PLAN	12/7/2010	
S401	SCHEDULE AND STRUCTURAL NOTES	3/11/2011	2
S402	TYPICAL DETAILS	12/7/2010	
S501	SECTIONS	12/7/2010	
S502	SECTIONS	12/7/2010	
A001.1	LIFE SAFETY PHASE 2 LEVEL 1, OVERALL PLAN	3/11/2011	2
A002.1	LIFE SAFETY OCCUPANCY, EGRESS, BARRIER & PARTITION PLAN LEVEL 1 AREA A & B	3/11/2011	2
A002.2	LIFE SAFETY OCCUPANCY, EGRESS, BARRIER & PARTITION PLAN LEVEL 1 AREA C	3/11/2011	2
A002.3	LIFE SAFETY OCCUPANCY, EGRESS, BARRIER, & PARTITION PLAN LEVELS 2	3/11/2011	2
A002.4	LIFE SAFETY OCCUPANCY, EGRESS, BARRIER, LEVELS 3	3/11/2011	2
A100	SITE LOCATION PLAN - COURTS FACILITY	3/11/2011	2
A101.A	DEMOLITION PLAN - AREA A - LEVEL 1	3/11/2011	2
A101.B	DEMOLITION PLAN - AREA B - LEVEL 1	3/11/2011	2
A101.C	DEMOLITION PLAN - AREA C - LEVEL 1	3/11/2011	2
A201.A	FLOOR PLAN - AREA A - LEVEL 1	3/11/2011	2
A201.B	FLOOR PLAN - AREA B - LEVEL 1	3/11/2011	2
A201.C	FLOOR PLAN - AREA C - LEVEL 1	3/11/2011	2
A202.A	ROOF PLAN - AREA A - LEVEL 1	3/11/2011	2
A202.C	FLOOR PLAN AREA C LEVEL 2 AND 3 PARTIAL	3/11/2011	2
A211.A	FINISH PLAN - AREA A - LEVEL 1	3/11/2011	2
A211.B	FINISH PLAN - AREA B - LEVEL 1	3/11/2011	2
A211.C	FINISH PLAN - AREA C - LEVEL 1	3/11/2011	2
A212	FINISH LEGEND	3/11/2011	2
A213	FINISH SCHEDULE	3/11/2011	2
A214	FINISH SCHEDULE	3/11/2011	2
A301.A	REFLECTED CEILING PLAN - AREA A - LEVEL 1	12/7/2010	
A301.B	REFLECTED CEILING PLAN - AREA B - LEVEL 1	12/7/2010	
A301.C	REFLECTED CEILING PLAN - AREA C - LEVEL 1	3/11/2011	2
A401	ENLARGED HEARING ROOM PLAN & ELEVATIONS	3/11/2011	2
A402	ENLARGED PLAN ELEVATIONS - COURTROOMS	3/11/2011	2
A403.A	ENLARGED FLOOR PLANS - TILE PATTERNS	12/7/2010	
A403.B	ENLARGED FLOOR PLANS - TILE PATTERNS	12/7/2010	
A404	ENLARGED PLANS - CLERKS OF COURTS	3/11/2011	2
A405	ENLARGED RESTROOM PLANS AND ELEVATIONS	3/11/2011	2
A406	ENLARGED RESTROOM PLANS AND ELEVATIONS	12/7/2010	
A407	ENLARGED RESTROOM PLANS AND ELEVATIONS	3/11/2011	2



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A408	ENLARGED RESTROOM PLANS AND ELEVATIONS	3/11/2011	2
A409	ENLARGED RESTROOM PLANS AND ELEVATIONS	3/11/2011	2
A410	ENLARGED RESTROOM PLANS AND ELEVATIONS	3/11/2011	2
A411	TYPICAL MOUNTING HEIGHTS	12/7/2010	
A421	ENLARGED MILLWORK PLANS	3/11/2011	2
A422	ENLARGED AREA C SECURITY PLANS	3/11/2011	2
A423	ENLARGED PLANS MISC.	3/11/2011	2
A501	EXTERIOR ELEVATIONS	12/7/2010	
A601	INTERIOR ELEVATIONS	3/11/2011	2
A611	INTERIOR ELEVATIONS - MILLWORK	3/11/2011	2
A612	INTERIOR ELEVATIONS - MILLWORK	3/11/2011	2
A613	INTERIOR ELEVATIONS - MILLWORK	3/11/2011	2
A721	WALL SECTIONS	3/11/2011	2
A722	WALL SECTIONS	3/11/2011	2
A723	WALL SECTIONS	12/7/2010	
A901	DOOR AND FRAME TYPE ELEVATIONS	12/7/2010	
A902	DOOR SCHEDULE	12/7/2010	
A903	DOOR SCHEDULE	12/7/2010	
A904	DOOR DETAILS	12/7/2010	
A905	DOOR DETAILS	12/7/2010	
A906	GLAZING DETAILS	12/7/2010	
A911	PARTITION TYPES & GEN NOTES	12/7/2010	
A912	PARTITION DETAILS	12/7/2010	
A913	PARTITION DETAILS	12/7/2010	
A921	FLOORING TRANSITION DETAILS	3/11/2011	2
A922	INTERIOR FINISH DETAILS	3/11/2011	2
A941	CEILING DETAILS	12/7/2010	
A951	SECTION DETAILS	3/11/2011	2
A952	PLAN DETAILS	TBD	3
A953	PLAN DETAILS	12/7/2010	
A961	SECURITY DETAILS	12/7/2010	
A971	CASEWORK DETAILS	3/11/2011	2
A981	COURTROOM MILLWORK DETAILS	3/11/2011	2
FP 001	FIRE PROTECTION NOTES, LEGEND AND INDEX OF DRAWINGS	3/11/2011	2
FP 100	FIRE PROTECTION LEVEL 1 OVERALL FLOOR PLAN - COURTS	3/11/2011	2
FP 201.A	FIRE PROTECTION PARTIAL FLOOR PLAN, LEVEL 1 PUBLIC DEFENDER, STATE ATTORNEY	3/11/2011	2
FP 201.B	FIRE PROTECTION PARTIAL PLAN, LEVEL 1 CLERK OF COURTS, COURTROOMS	3/11/2011	2
FP 201.C	FIRE PROTECTION PARTIAL FLOOR PLAN LEVEL 1 COURT HOLDING.	3/11/2011	2
FP 301	FIRE PROTECTION DETAILS	12/7/2010	
P 001	PLUMBING SYMBOLS, LEGEND, ABBREVIATIONS AND INDEX OF DRAWINGS	12/7/2010	
P 101	PLUMBING LEVEL 1 OVERALL FLOOR PLAN	3/11/2011	2
P 102	OVERALL ROOF PLAN - EXISTING JAIL	3/11/2011	2
PD 201.A	PLUMBING PARTIAL DEMOLITION PLAN, LEVEL 1 PUBLIC DEFENDER, STATE ATTORNEY	12/7/2010	
PD 201.B	PLUMBING PARTIAL DEMOLITION PLAN, LEVEL 1 CLERK OF COURT, COURTROOMS	12/7/2010	
PD 201.C	PLUMBING PARTIAL DEMOLITION PLAN, LEVEL 1 COURT HOLDING	12/7/2010	
P 201.A	PLUMBING PARTIAL FLOOR PLAN, LEVEL 1 PUBLIC DEFENDER, STATE ATTORNEY	3/11/2011	2
P 201.B	PLUMBING PARTIAL FLOOR PLAN, LEVEL 1 CLERK OF COURT, COURTROOMS	3/11/2011	2
P 201.C	PLUMBING PARTIAL FLOOR PLAN, LEVEL 1 COURT HOLDING	3/11/2011	2
P 202.C	PLUMBING PARTIAL FLOOR PLAN, LEVEL 2 POD C	3/11/2011	2
P 301	PLUMBING LEVEL 1 ENLARGED PARTIAL PLANS	3/11/2011	2
P 302	PLUMBING LEVEL 1 ENLARGED PARTIAL PLANS	3/11/2011	2
P 303	PLUMBING LEVEL 1 ENLARGED PARTIAL PLANS	3/11/2011	2
P 401	PLUMBING DOMESTIC WATER ISOMETRICS	12/7/2010	
P 402	PLUMBING SANITARY WASTE ISOMETRICS	3/11/2011	2
P 403	PLUMBING STORM DRAIN ISOMETRICS	3/11/2011	2
P 404	PLUMBING CONDENSATE WATER ISOMETRICS	3/11/2011	2
P 501	PLUMBING FIXTURE SCHEDULE	12/7/2010	
P 601	PLUMBING DETAILS	12/7/2010	



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P 602	PLUMBING DETAILS	12/7/2010	
M000	MECHANICAL LEGENDS AND GENERAL NOTES	12/6/2010	
M101.A	MECH. DEMO. LEVEL 1 PUBLIC DEFENDER, STATE'S ATTORNEY	12/6/2010	
M101.B	MECH. DEMO. LEVEL 1 CLERK OF COURT, COURTROOMS	12/6/2010	
M101.C	MECHANICAL DEMO. LEVEL 1 COURT HOLDING	12/6/2010	
M102.A	JAIL EXPANSION II MECHANICAL PARTIAL DEMO ROOF PLAN	12/6/2010	
M102.B	JAIL EXPANSION II MECHANICAL PARTIAL DEMO ROOF PLAN	12/6/2010	
M103.A	JAIL EXPANSION II MECHANICAL ROOF DEMO PLAN A POD	3/11/2011	2
M103.B	JAIL EXPANSION II MECHANICAL ROOF DEMO PLAN B POD	3/11/2011	2
M104.A	JAIL EXPANSION II MECHANICAL PARTIAL DEMO. ROOF PLAN	8/24/2010	
M104.B	JAIL EXPANSION II MECHANICAL PARTIAL DEMO. ROOF PLAN	8/24/2010	
M201.A	MECH. PLAN LEVEL 1 PUBLIC DEFENDER, STATE ATTORNEY	3/11/2011	2
M201.B	MECH. PLAN LEVEL 1 CLERK OF COURTS, COURTROOMS	3/11/2011	2
M201.C	MECHANICAL PLAN LEVEL 1 COURT HOLDING	3/11/2011	2
M202A	JAIL EXPANSION II MECHANICAL ROOF PLAN A POD	12/6/2010	
M202B	JAIL EXPANSION II MECHANICAL ROOF PLAN B POD	3/11/2011	2
M204.A	JAIL EXPANSION II MECHANICAL PARTIAL ROOF PLAN	3/11/2011	2
M204.B	JAIL EXPANSION II MECHANICAL PARTIAL ROOF PLAN	3/11/2011	2
M204.C	JAIL EXPANSION II MECHANICAL PARTIAL ROOF PLAN	12/6/2010	
M501	MECHANICAL SCHEDULES	3/11/2011	2
M601	MECHANICAL DETAILS	3/11/2011	2
M701	MECHANICAL CONTROL DIAGRAMS	3/11/2011	2
M702	JAIL EXPANSION II MECHANICAL SMOKE CONTROLS	12/6/2010	
M703	JAIL EXPANSION II MECHANICAL SMOKE CONTROLS	3/11/2011	2
M704	JAIL EXPANSION II MECHANICAL SMOKE CONTROLS	3/11/2011	2
M705	JAIL EXPANSION II MECHANICAL SMOKE CONTROLS	3/11/2011	2
M706	JAIL EXPANSION II MECHANICAL SMOKE CONTROLS	3/11/2011	2
E001	JAIL EXPANSION II ELECTRICAL LEGEND AND SYMBOLS	3/11/2011	2
E002	JAIL EXPANSION II ELECTRICAL SITE PLAN	3/11/2011	2
E101.A	ELECT DEMO PLAN PUBLIC DEFENDER, STATE'S ATTORNEY	12/6/2010	
E101.B	ELECT DEMO PLAN CLERK OF COURTS, COURTROOMS	12/6/2010	
E101.C	ELECTRICAL DEMO PLAN LEVEL 1 EXISTING COURT HOLDING	12/6/2010	
E201.A	ELECTRICAL PLAN PUBLIC DEFENDER, STATE'S ATTORNEY	3/11/2011	2
E201.B	ELECTRICAL PLAN CLERK OF COURTS, COURTROOMS	3/11/2011	2
E201.C	ELECTRICAL PLAN - LEVEL 1 EXISTING COURT HOLDING	3/11/2011	2
E202.C	ELECTRICAL POD C LEVEL 2 COURTS STORAGE	3/11/2011	2
E203.C	ELECTRICAL POD C LEVEL 3 JUDGES OFFICE	3/11/2011	2
E204A	ELECT ROOF PLAN PUBLIC DEFENDER, STATE'S ATTORNEY	3/11/2011	2
E204B	ELECT ROOF PLAN CLERK OF COURTS, COURTROOMS	3/11/2011	2
E204C	ELECT ROOF PLAN EXISTING COURT HOLDING	12/6/2010	
E204D	ELECTRICAL ROOF PLAN B POD	3/11/2011	2
E204E	ELECTRICAL ROOF PLAN A POD	3/11/2011	2
E301.A	ELECT LIGHTING PLAN PUBLIC DEFENDER, STATES ATTORNEY	3/11/2011	2
E301.B	ELECT LIGHTING PLAN CLERK OF COURTS, COURTROOMS	3/11/2011	2
E301.C	ELECT LIGHTING PLAN LEVEL 1 EXISTING COURT HOLDING	3/11/2011	2
E401	JAIL EXPANSION II ELECTRICAL ONELINE DIAGRAM	12/6/2010	
E402	JAIL EXPANSION II ELECTRICAL ONELINE DIAGRAM	3/11/2011	2
E501	JAIL EXPANSION II ELECTRICAL FIXTURE SCHEDULE	3/11/2011	2
E601	JAIL EXPANSION II ELECTRICAL PANEL SCHEDULES	3/11/2011	2
E602	JAIL EXPANSION II ELECTRICAL PANEL SCHEDULES	3/11/2011	2
E603	JAIL EXPANSION II ELECTRICAL PANEL SCHEDULES	3/11/2011	2
E701	JAIL EXPANSION II ELECTRICAL DETAILS	3/11/2011	2
E702	JAIL EXPANSION II ELECTRICAL DETAILS	3/11/2011	2
T000	JAIL EXPANSION II TECHNOLOGY LEGEND & SYMBOL	3/11/2011	2
T101.A	TECH DEMO PLAN PUBLIC DEFENDER, STATE'S ATTORNEY	3/11/2011	2
T101.B	TECH DEMO PLAN CLERK OF COURTS, COURTROOMS	12/6/2010	
T101.C	TECH DEMO PLAN LEVEL 1 EXISTING COURT HOLDING	12/6/2010	
T201.A	TECHNOLOGY PLAN PUBLIC DEFENDER, STATE'S ATTORNEY	3/11/2011	2



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T201.B	TECHNOLOGY PLAN CLERK OF COURTS, COURTROOMS	3/11/2011	2
T201.C	TECHNOLOGY PLAN - LEVEL 1 EXISTING COURT HOLDING	3/11/2011	2
T401	JAIL EXPANSION II ENLARGED PLAN & RISER DIAGRAMS	3/11/2011	2
T402	JAIL EXPANSION II ENLARGED PLANS	3/11/2011	2
T701	JAIL EXPANSION II TECHNOLOGY DETAILS	12/6/2010	
T702	JAIL EXPANSION II TECHNOLOGY DETAILS	3/11/2011	2
T703	JAIL EXPANSION II TECHNOLOGY DETAILS	3/11/2011	2
T704	JAIL EXPANSION II TECHNOLOGY DETAILS	3/11/2011	2
CE-SE000	SECURITY ELECTRONICS SYMBOL LEGEND	3/11/2011	2
CE-SE101.A	SECURITY ELECTRONICS PARTIAL FIRST FLOOR PLAN AREA A	3/11/2011	2
CE-SE101.B	SECURITY ELECTRONICS PARTIAL FIRST FLOOR PLAN AREA B	3/11/2011	2
CE-SE101.C	SECURITY ELECTRONICS PARTIAL FIRST FLOOR PLAN AREA C	3/11/2011	2
CE-SE102.C	SECURITY ELECTRONICS PARTIAL SECOND FLOOR PLAN AREA C	3/11/2011	2
CE-SE103.C	SECURITY ELECTRONICS PARTIAL THIRD FLOOR PLAN AREA C	3/11/2011	2
CE-SE301	SECURITY ELECTRONICS RISER DIAGRAMS	12/7/2010	
CE-SE401	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE402	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE403	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE404	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE405	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE406	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE407	SECURITY ELECTRONICS FUNCTIONAL SCHEMATICS	12/7/2010	
CE-SE501	SECURITY ELECTRONICS EQUIPMENT ROOM DETAILS	3/11/2011	2
CE-SE601	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE602	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE603	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE604	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE605	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE606	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE607	SECURITY ELECTRONICS DETAILS	12/7/2010	
CE-SE701	SECURITY ELECTRONICS CONTROL CONSOLE LAYOUTS	12/7/2010	
CE-SE702	SECURITY ELECTRONICS TOUCH SCREEN LAYOUTS	12/7/2010	
CE-SE703	SECURITY ELECTRONICS TOUCH SCREEN LAYOUTS	12/7/2010	
CE-SE704	SECURITY ELECTRONICS TOUCH SCREEN LAYOUTS	12/7/2010	
	Specification Information, Volume 1 of 2	12/7/2010	
	Specification Information, Volume 2 of 2	12/7/2010	
	Addendum 1 Specification Additions	1/14/2011	1
	Addendum 2 Specification Additions	3/11/2011	2

**INCREASE/DECREASE
RIDER**

Rider to be attached to and form a part of Bond Number 105 017 193, dated the 24th day of October, 20 07, executed by Travelers Casualty and Surety Company of America (the "Surety") on behalf of Moss & Associates, LLC (the "Principal") in favor of Palm Beach County (the "Obligee")

It is understood and agreed that the penal sum of the attached bond is hereby increased/decreased from One Hundred Ten Million One Hundred Fifty Five Thousand Sixty Six and 00/100

(\$110,155,066.00) Dollars

To

One Hundred Twenty Two Million Eighty One Thousand Seven Hundred Thirty Nine and 00/100

(\$122,081,739.00) Dollars

said increase/decrease being applicable only as to acts or omissions occurring on or after the 2nd day of May, 20 11.

This change is effective 2nd day of May, 20 11.

This attached bond shall be subject to all of its terms, conditions and limitations except as herein modified.

Signed, sealed and dated this 2nd day of May, 20 11.

WITNESS or ATTEST:

Joanna Clarkson

Moss & Associates, LLC

(Principal)

By W. Scott Prethewey (Seal)

Name: W. SCOTT PRETHEWEY

Title: EVP

Travelers Casualty and Surety Company of America

By Charles J. Niciso (Seal)

Charles J. Niciso, Attorney-In-Fact/Resident Agent

ACCEPTED:

Name: _____ (Obligee)

Title:

Date: _____



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 222181

Certificate No. 004009248

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

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

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of December, 2010

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

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



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 20th day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2011


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/02/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office One Federal Street Boston MA 02110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390	
	E-MAIL ADDRESS: 	
INSURED Moss & Associates, LLC 2101 N. Andrews Avenue Suite 300 Wilton Manors FL 33311 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Zurich American Ins Co 16535
	INSURER B:	American Guarantee & Liability Ins Co 26247
	INSURER C:	Commerce & Industry Ins Co 19410
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570042374390** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT LOC			GL0914084704	01/01/2011	01/01/2012	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 checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Ded \$1,000			BAP5918170-05	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION			BE33106208 SIR applies per policy terms & conditions	01/01/2011	01/01/2012	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC591944005	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Construction Management Services, Jail Expansion Program II, West County Jail, Project No. 06213, Amendment 9. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employee are included as Additional Insured as required by written contract, but limited to the operations of the insured under said contract, per the applicable endorsement with respect to the General Liability and Excess Liability policies. A waiver of Subrogation is granted in favor of Additional Insured as required by written contract but limited to the operations of the Insured under said contract, with respect to the Workers Compensation policy.

CERTIFICATE HOLDER Palm Beach County c/o Capital Improvements Division 3200 Belvedere Road, Building 1169 West Palm Beach, FL 33406 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570042374390

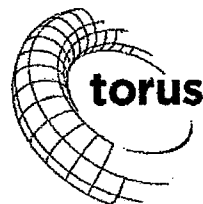
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ACORD 25 (2010/05)

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Torus Specialty Insurance Company

190 S. LaSalle, Suite 2025
Chicago, IL 60603
Telephone: 312-873-7100
Fax: 312-873-7101



INDICATION QUOTATION BINDER 37794A100ACO

Broker Name, Beane and Bennett
Company & 8000 Governors Square Blvd Suite 105
Address Miami Lakes, FL 33016
Attn: Mr. Brandon Bean

Date: 5/2/2011

Dear Brandon:

Torus Specialty Insurance Company who are rated A-(Excellent) by A.M.Best, (non-admitted) is pleased to offer the following subject to additional information as outlined at the conclusion of this document.

NAME INSURED: Moss & Associates, LLC.

MAILING ADDRESS: 2101 North Andrews Ave, Suite 300 Fort Lauderdale, Florida 33311

ADDITIONAL INSURED: To the extent required by any contract or subcontract, and then only as their respective interests may appear, any individual(s) or entity (ies) specified in such contract or subcontract are recognized as Additional Insureds. As respects architects, engineers, manufacturers and suppliers, the foregoing is limited to their site activities only precluding coverage respectively under policies for professional liability and products liability and warranty coverage as applicable.

LOSS PAYABLE: Insured

POLICY TERM: From: 5/2/2011 To: 5/2/2012 (1 years) or the earlier of the actual construction schedule.

Such coverage applies for such periods commencing directly with work at the insured project and continues in full force and effect until the earlier of the final acceptance by the owner, the expiration or cancellation date provided or the expiry of the Named Insured's interest unless otherwise agreed by endorsement.

In the event that an owner places insurance on any portion of the work which has been declared and accepted as Substantially Complete or any portion of the work is occupied or placed into commercial service for its intended purpose, coverage as respects such portion of the work shall cease as of the Substantial Completion Date as stated in the Certificate of Substantial Completion, the date of occupancy or the date of commercial service, whichever first occurs. Notwithstanding the foregoing provisions of the policy, the policy is extended to cover the **INSURED PROJECT*** during periods of **OCCUPANCY*** or **COMMERCIAL SERVICE*** occurring prior to or after completion of the **INSURED PROJECT*** but prior to final acceptance by the Owner for up to a period of 10 consecutive weeks.

If applicable the foregoing includes a **Hot Testing Period** not exceeding included consecutive days.

If Delay in Completion Coverage is provided, the Period of Indemnity shall be 365 days.

EXTENSION OF TERM: With prior notification to and agreement by the Company if the **INSURED PROJECT*** has not been completed on schedule, this policy may be extended for up to 2 months, exclusive of the **TESTING PERIOD*** if applicable, at pro-rata of the rates as provided in the policy and if applicable, extension of the **TESTING PERIOD*** if applicable shall be subject to a one (1) month extension at included% of the rates as provided in the policy for the **TESTING**. Extensions beyond this period and extensions of the **TESTING PERIOD*** are subject to payment of additional premiums at rates and terms to be developed by the Company at the time of the Company's agreement to such additional extensions.

PROJECT LOCATION: 38840 1/2 SR 80, Belle Glade, FL 33430

PROJECT DESCRIPTION: Renovation of Existing Courthouse. The facility will stay operational during construction. There will be 2-phases where the owner moves from one section of the building to another. All construction will be blocked off with Temporary Fencing and Plywood

POLICY FORM: Torus Specialty Insurance Company Builders Risk Policy Form Completed Value until a mutually agreeable form is accepted.

ISSUING COMPANY: Torus Specialty Insurance Company

PARTICIPATION: 100% being \$11,926,673 part of \$11,926,673

ESTIMATED TOTAL	\$	11,926,673	Physical Damage (hard costs + owner supplied material)
CONTRACT VALUES:	\$		Existing Property
	\$		Delay In Completion – Soft Costs
	\$		Delay In Completion – Loss of Rental Income
	\$		Delay In Completion – Loss of Gross Earnings
	\$	11,926,673	Estimated Total Contract Value

POLICY LIMIT: The Company will not be liable for more than its proportion of \$11,926,673 in any one occurrence and further subject to its proportion of the following limits, sublimits and aggregate limits:

POLICY SUBLIMITS & AGGREGATE LIMITS	\$	11,926,673	physical damage (hard costs + owner supplied material)
	\$		physical damage to Existing Property
	\$		Delay In Completion-Soft Costs and/or Loss of Rental Income and/or Loss of Gross Earnings (subject to scheduled sublimits & policy aggregate)
<i>Application of all sublimits is per occurrence unless noted otherwise</i>	\$	5,000,000	physical damage to property in Transit (per conveyance)
	\$	5,000,000	physical damage to property in Offsite Temporary Storage and/or Offsite Fabrication (per location)
<i>Coverage is excluded when a sublimit is blank</i>	\$	2,500,000	or 20% of the amount of physical loss or damage to insured property, whichever is less – Expediting Expense
<i>Sublimits are part of policy limit, not in addition thereto</i>	\$	250,000	Trees, Plants, Shrubs & Landscaping Materials (maximum \$2,500 per item including landscaping)
	\$	250,000	physical damage to Plans & Blueprints & Other Contract Documents
<i>An X placed next to annual aggregate or no aggregate indicates basis of coverage for Named Windstorm</i>	\$	250,000	Fire Brigade Charges & Extinguishing Expenses;
	\$	2,500,000	or 25% of the amount of physical loss or damage to insured property, whichever is less – Debris Removal
	\$	2,500,000	Ordinance & Law / Demolition & Increased Cost of Construction
	\$	1,000,000	Contractor's Extra Expense
	\$	25,000	Pollution & Contamination Cleanup & Decontamination (Policy Aggregate)
	\$	2,500,000	Interior Water Intrusion Damage
	\$	250,000	Claim Preparation Costs
	\$	100,000	Mold & Fungus Remediation (Policy Aggregate)
	\$	250,000	Architects and/or Engineers Fees in restoration following an insured loss
	\$	100,000	Liquidated Damages
	\$	11,926,673	EARTHQUAKE* (annual aggregate) except
	\$	11,926,673	FLOOD* (annual aggregate) except
	\$		FLOOD* in Special Flood Hazard Areas, areas of 100 year flooding (Zone A, AE, AH, V and Shaded X), as defined by the Federal Emergency Management Agency or equivalent; (annual aggregate);
	\$	11,926,673	NAMED WINDSTORM <input type="checkbox"/> (annual aggregate) <input type="checkbox"/> (no aggregate)
	\$	11,926,673	All Other WINDSTORM <input type="checkbox"/> (annual aggregate) <input type="checkbox"/> (no aggregate)

In no event shall these sublimits of liability increase the Limit of Liability.

DEDUCTIBLES:

The applicable amount shown below shall be deducted for each claim arising from insured loss or damage in any one **OCCURRENCE***. The Company shall be liable only for its proportion of the amount of insured loss or damage in excess thereof, subject to all terms and conditions of the policy.

In the event that more than one physical damage deductible shown herein or specified in any endorsement issued hereunder shall apply to insured physical loss or damage in any one **OCCURRENCE***, only the largest shall be applied.

If Delay In Completion coverage is provided by this Policy, the **DEDUCTIBLE PERIOD*** stated in the Delay In Completion Endorsement attached to the policy and also shown below will always be applied in addition to any dollar deductible or percentage (%) deductible stated for physical damage.

*For any coverage where a deductible is not shown, the standard *physical loss or damage to property insured deductible shall apply*

When a percentage (%) is entered absent a corresponding minimum dollar amount, the percentage shall be applied without minimum. When a dollar amount is entered absent a corresponding percentage (%), the word minimum is deleted

\$	10,000	*physical loss of or damage to property insured, except
\$	25,000	as respects WATER DAMAGE* and/or INTERIOR WATER INTRUSION* ; other than Flood;
\$	50,000	Flood
		% of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$_____ as respects the peril of Flood* in Special Flood Hazard Areas, areas of 100 year flooding (Zone A, AE, AH, V and Shaded X), as defined by the Federal Emergency Management Agency or equivalent; (annual aggregate)
		% of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$50,000 as respects the peril of Earthquake* ;
	3	% of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$250,000 as respects the peril of Named Windstorm ;
		% of the total insured values at risk at the time and place of loss subject to a minimum deduction of \$10,000 as respects the peril of Windstorm ;
\$	Included	to property insured while undergoing Hot Testing;
	21	days Per Occurrence deductible period – Delay In Completion

ANNUAL RATES (unless noted otherwise):

.0297	/ \$100 Physical Damage
	/ \$100 Physical Damage Existing Property All Risk basis only
.05	/ \$100 Physical Damage Named Windstorm if applicable (Monthly Rate effective from June 1 st to November 30 th)
	/ \$100 Delay In Completion
Included	/ \$100 Hot Testing (Monthly)

Rates are applied against declared estimated total contract values and estimated project term

TERM PREMIUM – 100%:

\$	3,546	Physical Damage
\$		Physical Damage Existing Property All Risk basis only
\$	28,624	Physical Damage Named Windstorm if applicable
\$		Delay In Completion
\$	Included	Hot Testing
\$	32,170	Total Term Policy Premium

TORUS'S 100% SHARE

\$	32,170	Total Policy Premium (subject to 25 % minimum & earned premium)
\$	1,609	Certified Terrorism Premium (optional & in addition to above) (refer to Disclosure Notice attached)

PREMIUM PAYMENT:

Payable within **30** days of policy inception
All premiums are adjustable upon project completion based on final total contract value and actual project term at the rates stated above.

Applicable Surplus Lines taxes and fees are in addition to the premiums stated above.

COMMISSION:

15%

CANCELLATION:

90 Days, except 10 days for non-payment

BR 1.1 – 12/09

POLICY TERRITORY: While located at the location of the insured project and while in transit within and / or offsite storage within the fifty (50) states comprising the United States of America, and within the District of Columbia including the territorial coastal waters of any of the foregoing.

PERILS INSURED: Subject to the terms, exclusions, limitations and conditions contained herein or endorsed to the policy, coverage is provided against all risks of direct physical loss of or damage to property insured while at the location of the insured project, while in offsite temporary storage or fabrication or while in transit, all within the policy territory and occurring during the term of this policy.

PERILS EXCLUDED: As Per Torus Specialty Insurance Company Completed Value Builder's Risk Policy Form attached.

PROPERTY INSURED: **Permanent Works** - All materials, supplies, equipment, machinery, and other property of a similar nature, being property of the Insured or of others for which the Insured may be contractually responsible, the value of which has been included in the estimated value of the **INSURED PROJECT*** in the DECLARATIONS, all when used or to be used in or incidental to the demolition of existing structures, site preparation, fabrication or assembly, installation or erection or the construction of or alteration, renovation, rehabilitation of the **INSURED PROJECT***.

Temporary works - All scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings all incidental to the project and the value of which has been included in the estimated value of the **INSURED PROJECT*** in the DECLARATIONS.

PROPERTY EXCLUDED: As per Torus Specialty Insurance Company Policy Form attached.

STANDARD COVERAGE EXTENSIONS: Coverage shall only apply when a sub-limit is shown under Policy Sublimits & Aggregate Limits section.

OPTIONAL COVERAGE EXTENSIONS: Coverage shall only apply when a sub-limit is shown under Policy Sublimits & Aggregate Limits section.

VALUATION: As per Torus Specialty Insurance Company Completed Value Builder's Risk Policy Form attached.

Policy Forms & Endorsements Applicable:

- | | | | |
|---|---------|--|---------|
| <input checked="" type="checkbox"/> TORUS Builders Risk Form | | <input type="checkbox"/> Piling, Sheet Piling & Caisson Endorsement | End't # |
| <input type="checkbox"/> Delay In Completion | End't # | <input type="checkbox"/> Pipeline & Cable Endorsement | End't # |
| <input type="checkbox"/> Contingent Delay In Start-Up | End't # | <input type="checkbox"/> Pipeline Directional Drilling Endorsement | End't # |
| <input type="checkbox"/> DE1,DE2,DE3, DE4 or DE5 Endorsements | End't # | <input type="checkbox"/> Pipeline Leak Search Endorsement | End't # |
| <input type="checkbox"/> Earthquake California Code 7105 | End't # | <input type="checkbox"/> Pipeline Open Trench Endorsement | End't # |
| <input type="checkbox"/> Existing Property All Risk Coverage | End't # | <input type="checkbox"/> Protective Safeguards Endorsement | End't # |
| <input type="checkbox"/> Extension of Policy Term | End't # | <input type="checkbox"/> Tunneling, Dams & Cofferdams Endorsement | End't # |
| <input type="checkbox"/> Final Premium Adjustment Endorsement | End't # | <input checked="" type="checkbox"/> War and Terrorism Exclusion Endorsement | End't # |
| <input type="checkbox"/> Historical Valuation Endorsement | End't # | <input type="checkbox"/> Water Infiltration Endorsement | End't # |
| <input type="checkbox"/> Joint Loss Endorsement | End't # | <input checked="" type="checkbox"/> Virus and Cyber Exclusion | End't # |
| <input type="checkbox"/> LEG1,LEG2 or LEG3 Endorsement | End't # | <input checked="" type="checkbox"/> Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical & Electromagnetic Weapons Exclusion Clause | |
| <input type="checkbox"/> Mold and Fungi Exclusion Endorsement | End't # | <input type="checkbox"/> | |
| <input type="checkbox"/> Marine 50-50 Endorsement | End't # | <input type="checkbox"/> | |
| <input type="checkbox"/> Piling Exclusion | End't # | <input type="checkbox"/> | |

- OTHER TERMS APPLYING:**
- Favorable Inspection & compliance with recommendations, if any
 - Fenced & lighted project site with off hours security watch
 - Fenced & lighted project site with all entrances locked during non work hours
 -

Additional Terms and Conditions:

1. Please read this document carefully as it may differ from the terms and conditions requested in your submission specifications. Where there is a difference between this document and your submission specifications, this document shall prevail.
2. The broker named herein is responsible for filing surplus lines affidavits and for the collection of all Surplus Lines taxes and fees from the insured and the payment of same to the appropriate jurisdiction.
3. Surplus Lines license numbers (SLA#) for those jurisdictions requiring them are mandatory and must be provided to the Company at the time of or prior to binding coverage.
4. Terrorism – Coverage is available at your option. You must choose to accept or reject coverage. If you
 - (a) Accept coverage you must advise us at binding and add the premium shown on the attached Disclosure Notice to other premiums stated herein and remit to the Company within 30 days.
 - (b) Reject coverage, you must sign the attached Disclosure Notice and return it to the Company immediately. If you reject coverage All Terrorism coverage will be excluded.
5. This document will be valid until 5/2/2011. Because the general underwriting requirements of the Company may change, we reserve the right to withdraw or amend this document and proposal at any time.
6. Should this document contemplate quota share participation in the insurance placement set forth herein or in any layer being a part of such placement, the terms and conditions of this document are amended to include common terms and conditions accepted by all companies.
7. When this document is presented as a "Quotation" and NOT AN INDICATION then it is an offer to provide insurance but does not constitute a binder. Coverage can only be bound on behalf of Torus Specialty Inc. when confirmed in writing by the undersigned or their authorized designee and then based strictly on the terms and conditions outlined in this document unless otherwise modified and confirmed in writing at or prior to the time of binding.
8. Office of Foreign Assets Control (OFAC) Disclosure Notice:
This proposal or resulting Binder, the continuation of any bound insurance, and any payments to you, to a claimant or to another third party, may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the office of Foreign Assets Control (OFAC), if we determine that any such party is on the "Specialty Designated Nationals or Blocked Persons" list as maintained by Office of Foreign Assets Control.

When this document is presented as a binder as indicated on Page 1, items number 5 and 7 above are deleted.

ADDITIONAL UNDERWRITING INFORMATION REQUIRED AS A CONDITION OF BINDING COVERAGE AND UNLESS NOTED BELOW DUE WITHIN THIRTY (30) DAYS OF BINDING WITH THE COMPANY.

If an item is checked (x) below it is a required part of the basis for the terms and conditions set forth herein. Any item(s) outstanding at the time a binder is requested may be cause for withdrawal or amendment of these terms and conditions

Breakdown Of Estimated Total Contract Values

- Line Item Breakdown of Contract Award Amount (If multiple buildings or structures allocation by each as available)
- Owner or third party supplied material to be installed and not included in above amount
- Value and valuation basis of existing property to be insured and forming a part of the project
- Detailed itemized breakdown of Soft Cost line items to be insured from proforma statement as available
- Pro forma income statement for Loss of Rental Income coverage
- Pro forma income statement for Loss of Gross Earnings
-

Construction Schedule

- Most current CPM Schedule, Critical Path or Bar Chart / Time Line for project development period
-

Project Plans

- Site or Plot Plan showing relationship between buildings and structures

- Elevation Plan
- Typical Floor Plan
- Structural Framing Plan and Cross Sections (for large span open spaces within a structure)
- Cross Sections (for dams and tunnels)
- Profiles (for tunnels and underground / underwater utilities whether bored, drilled or trenched)
-

Geotechnical

- Summary Geotechnical Report for all projects (1) requiring deep foundations, (2) in an ISO Earthquake Zone 1 , 2, or in the state of California (3) in close proximity to quarries or underground / aboveground mines (active or abandoned) or areas of past sinkhole activity, all (4) bridges, dams, tunnels and all other underground construction and (5) all coastal exposures – If available.

Other Items As Listed Below

- Federal Emergency Management Agency Standard Flood Hazard Determination (FEMA Form 81-93)
- Statement of contractor experience with similar projects
- Project Website
- Loss History
- Hurricane Preparedness Report
-

Please call with any questions you may have or if you need further clarification of any information presented in this document.

Regards,

Stephen A. Graham

Assistant Vice President

Construction Underwriting

Torus Specialty Inc

Office: 312-873-7088

Fax: 312-873-7071

Mobile: 201-744-3667

Email: sgraham@torusinsurance.com

www.torusinsurance.com

Torus Specialty Insurance Company

INSURED NAME: Moss and Associates

POLICY NUMBER:

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS EXCLUSION FOR NUCLEAR, CHEMICAL OR BIOLOGICAL EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

- I hereby elect to purchase terrorism coverage for a prospective term premium of \$1,609.
- I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism. I further understand that the Insurer does not offer stand-alone terrorism coverage for non-certified acts of terrorism and that by declining to purchase coverage for certified acts of terrorism, I am also declining to purchase coverage for non-certified acts of terrorism. This will be reflected in the policy by Terrorism Exclusion – Form _____

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

Date

**IMPORTANT THIS AGREEMENT MUST BE COMPLETED BY THE
BROKER RESPONSIBLE FOR SURPLUS LINES FILINGS**

TO:	Producer Name:		Date:	
	Address:			
	City:		State:	Zip:
RETURN TO:				
	Address:			
	City:		State:	Zip:

Insured:		Policy No:	
Effective Date:			

This policy is written on a surplus lines basis by Torus Specialty Insurance Company (non-admitted) in the **state(s)** of:

As the producing broker, it is **your** responsibility to arrange for the payment of the state tax and/or stamping fee on **100%** of the premium for this policy.

Please return a copy of this letter within **ten (10) business days** of receipt with your acknowledgment that you have arranged for the filing and payment of the surplus lines tax and/or stamping fee in accordance with the state regulation.

PLEASE ATTACH A COPY OF YOUR CURRENT SURPLUS LINES LICENSE IF ONE IS NOT CURRENTLY ON FILE.

*Please list licensed resident surplus lines broker:

Individual's name:		Firm Name:	
Firm address:			
Surplus lines license number:		(for state where the risk is located)	
<i>New Jersey SLA # (Transaction Number) assigned for this policy (if a NJ risk)</i>			

Tax and/or fee paid:				Tax and/or fee paid:			
State				State			
Amount Of Premium Allocated	\$			Amount Of Premium Allocated	\$		
Fee	\$			Fee	\$		
Tax	\$			Tax	\$		
<input type="checkbox"/> FL INDEPENDENT PROCUREMENT (Check Box , Attach Evidence)				<input type="checkbox"/> FL INDEPENDENT PROCUREMENT (Check Box , Attach Evidence)			
By:				By:			
	Producing Broker Signature				Producing Broker Signature		
Date:				Date:			

***The producing broker agrees that, upon request by the company or any insurance regulator, the broker will provide a copy of all surplus lines licenses referenced above as well as any documentation supporting the payment of surplus lines taxes.**

CLAIM REPORTING:

CLAIM REPORTING PROCEDURES

To expedite the handling of your new claim, the following information must be provided when reporting a claim:

- 1. Name Insured: _____
- 2. Policy Number: _____
- 3. Contact & Telephone #: _____

To Report a Claim:

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Contact Paul Lafferty VP – Property Claims (201) 743-7732 or
send an email to: propertyclaims@torusinsurance.com

Forward all Documentation:

Torus Specialty Insurance Company
Harborside Financial Center
Plaza Five, 29th Floor
Jersey City, NJ 07311
(201) 743-7700

To File a Complaint

Contact your Insurance Agent, or
Contact the Company at (201) 743-7700 or
Contact your State Director of Insurance