OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(M)(1)(A)

Resolution No. R-954-09

Subject: Approval of Assignment, Assumption, Acknowledgement and Consent Agreement between Miami-Dade County, Michael Moecker & Associates, Inc. and BEA Architects, Inc.

Recommendation

Miami-Dade County Park and Recreation Department (Parks) and the Seaport Department (Seaport) jointly recommend approval of the attached Assignment, Assumption, Acknowledgement and Consent Agreement (AAAC Agreement) by and between Michael Moecker & Associates, Inc. and BEA Architects, Inc., assigning all Professional Services Agreements (PSAs) between Miami-Dade County and BEA International Corporation (B.E.A.) from B.E.A. to BEA Architects, Inc. (BEAA).

Scope

This item has a County-wide impact in that it covers all County parks and the Seaport.

Fiscal Impact/Funding Source

There is no fiscal impact associated with the recommended approval of the AAAC Agreement.

Track Record/Monitor

B.E.A. has three performance evaluations with an average rating of 3.5 out of 4.0 listed in the Office of Capital Improvements (OCI) database.

Background

Miami-Dade County entered into several professional services agreements with B.E.A. to perform various architectural, engineering and other professional services for several Miami-Dade County Departments, including Parks (A05-PARK-01, A00-PARK-02-03, A96-PARK-01), Seaport (E96-SEA-01, E97-SEA-02, A03-SEA-01, E01-SEA-01), and the Office of Capital Improvements (Equitable Distribution Program – Contract Code BEA-CDP, Project No. 2004-027). The PSA's are also listed in Exhibit B of Attachment 1. On May 1, 2008, B.E.A. filed a petition commencing An Assignment for the Benefit of Creditors proceeding pursuant to Chapter 727, Florida Statutes, a state court analogue to bankruptcy. As a consequence of this action, on April 29, 2008, B.E.A. assigned all its rights, title and interest in all its assets, including the Miami-Dade County PSAs, to a Trustee by way of a written Assignment Agreement. The assets of B.E.A. were subsequently purchased by the newly formed entity, BEAA.

Since most of the Miami-Dade County projects under the PSAs are still incomplete and the principals in the newly formed BEAA are the same as in B.E.A., it is in the best interest of Miami-Dade County to assign the PSAs so that the new entity can continue and complete the work. The Office of the County Attorney has worked with Parks and the Seaport to develop and recommend the attached AAAC Agreement which assigns all of the PSAs from

B.E.A. and the Trustee to BEAA so as to provide for uninterrupted services. The AAAC Agreement will allow for BEAA to assume all of B.E.A.'s and the Trustee's past, current and future obligations and liabilities associated with any and all of the Miami-Dade County PSAs.

Staff recommends the approval of the AAAC Agreement and believes that it is in the best interest of Miami-Dade County because it will facilitate the efficient completion of the projects under the PSAs and preserve our right to pursue any potential claims against B.E.A. First, the architect of record and sub-consultants for BEAA are the same as for B.E.A., which means that there will be no practical change in the parties to the PSAs. Second, several provisions have been put in place to protect Miami-Dade County's interest post assignment. Specifically, BEAA will: (1) assume all the duties, responsibilities and liabilities of B.E.A. under the PSAs; (2) indemnify and hold Miami-Dade County harmless from any and all liability and/or causes of action relating to the actions of B.E.A., BEAA and/or the Trustee in connection with the PSAs; (3) covenant and warrant that the insurance requirements in the PSAs are valid, effective and in good standing and will cover B.E.A.'s and/or Trustee's performance and other obligations under the PSAs prior to and after the execution of the AAAC Agreement; and (4) Miami-Dade County will be an express third party beneficiary of the Agreement with rights of enforcement. Third, as a condition of Miami-Dade County's approval of the AAAC Agreement, BEAA covenants and warrants that all its employees, agents, consultants and sub-consultants previously retained by B.E.A. for work under the PSAs will be fully compensated in a timely manner for work and services previously performed and to be performed.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(A)
7-21-09

RESOLUTION NO. R-954-09

RESOLUTION AUTHORIZING EXECUTION OF AN ASSIGNMENT, ASSUMPTION, ACKNOWLEDGMENT AND CONSENT AGREEMENT BY AND BETWEEN MICHAEL MOECKER & ASSOCIATES, INC., AND BEA ARCHITECTS, INC. RELATING TO MULTIPLE COUNTY PROFESSIONAL SERVICE AGREEMENTS IDENTIFIED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Assignment, Assumption, Acknowledgement and Consent Agreement ("AAAC Agreement") by and between Michael Moecker & Associates, Inc., ("Trustee"), and BEA Architects, Inc. (BEAA), in substantially the form attached hereto and made a part hereof, relating to multiple County professional service agreements identified in the attached AAAC Agreement; and authorizes the County Mayor or County Mayor's designee to execute the AAAC Agreement for and on behalf of Miami-Dade County and to exercise any and all rights conferred therein.

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The foregoing resolution was offered by Commissioner Sally A. Heyman, who moved its adoption. The motion was seconded by Commissioner Katy Sorenson and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Steven B. Bass
Martin W. Sybblis

ATTACHMENT 1

ASSIGNMENT, ASSUMPTION, ACKNOWLEDGEMENT AND CONSENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") effective as of the _____ day of [_____] in the year 2008 by and between Michael Moecker & Associates, Inc. ("Trustee") and BEA architects, Inc., a Florida for profit corporation ("BEAA" or "Buyer").

Whereas, B.E.A. International Corporation. ("B.E.A.") is a Florida for profit corporation with its principal office located at 4111 Le June Road, Coral Gables, FL 33146, and is engaged in the business of architectural design and engineering; and

Whereas B.E.A. was formerly known as Bruno-Elias & Associates, Professional Association, Bruno-Elias & Partners, Inc., Bruno-Elias & Associates, Inc., and previously did business as BEA International, Inc. (see name change affidavit of Bruno E. Ramos, attached hereto as Exhibit A); and

Whereas, B.E.A. entered into several Professional Services Agreements ("PSAs") with Miami-Dade County ("County"), to perform various architectural, engineering and other professional services for several County departments, as more particularly identified on Exhibit B attached hereto (hereafter, in aggregate, the "County PSAs"); and

Whereas, under the County PSAs, B.E.A. has provided, and continues to provide, architectural, engineering and other professional services for the County's Park and Recreation Department and the Port of Miami (a/k/a the Miami-Dade County Seaport Department); and

Whereas, on May 1, 2008, B.E.A. filed a petition commencing an Assignment for the Benefit of Creditors proceeding pursuant to Chapter 727, Florida Statutes; Case No. 08-24248 CA (27); and

Whereas, on April 29, 2008, B.E.A. purportedly made an Assignment for the Benefit of Creditors, whereby it assigned all of its right, title and interest in and to all of its assets, including the County PSAs, to Trustee, pursuant to Chapter 727, Florida Statutes, by way of a written Assignment (a copy of which is attached hereto as Exhibit C); and

Whereas, the parties hereto expressly acknowledge and agree that the County is an express third party beneficiary to this Assignment and Assumption Agreement with rights of enforcement; and

Whereas, for value received, the undersigned Trustee for the benefit of creditors of B.E.A. now desires to assign, transfer and set over the County PSAs to BEAA pursuant to a written assignment and assumption agreement under which, among other things, Trustee will assign and transfer all of its rights and interest in the County PSAs to BEAA, and BEAA shall assume all of BEA's and Trustee's past, current, and future obligations and liabilities (including, without limitation, indemnity, hold harmless and duty to defend obligations) contained in or arising from any or all of the County PSAs.

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.**

The parties hereto hereby affirm, adopt, and incorporate by reference each of the above recitals as if fully set forth herein.

2. **Trustee's Assignment of County PSAs to BEAA**

For value received, the undersigned Trustee hereby assigns, sells, transfers and set over to BEAA each of the County PSAs, and BEAA hereby accepts said assignment and transfer fully and without exception, reservation or contingency. BEAA warrants to Trustee and the County that BEAA is fully qualified, licensed, experienced and and otherwise willing and capable of faithfully performing all of the terms and obligations of B.E.A, Architect or Engineer under the County PSAs. BEAA shall faithfully perform, carry out and discharge all of the terms and obligations of B.E.A, Trustee or BEAA under the County PSAs, and BEAA hereby agrees to be bound by all covenants, requirements and obligations set forth in or arising from any and all of the County PSAs. BEAA further represents and warrants to the Trustee and County that it is in compliance with all current applicable federal, State and County laws, rules and requirements and possesses all required licenses and certifications necessary to perform any of its assumed duties and obligations under said County PSAs.

3. **Assumption of All Duties, Responsibilities, and Liabilities of BEA (as Architect, Engineer, and/or Architect/Engineer) under the County PSAs**

For value received, BEAA hereby fully and irrevocably assumes responsibility and liability for: (i) all performance, payment and other obligations of BEA, BEAA and/or Trustee set forth in or arising under any and all of the County PSAs and/or any work orders or service orders issued thereunder; and (ii) any past, current, and future claims, actions, loss and demands asserted (directly or indirectly) against or incurred by

the County or which may be asserted (directly or indirectly) against or incurred by the County in the future, regardless of whether such claims, actions, demands or losses are currently known or unknown, choate or inchoate, that arise from, relate to or are connected with any act, omission, error, malfeasance, negligence, delay, design deficiency, violation of any applicable law, or any breach any County PSA by B.E.A., BEAA and/or Trustee, or any of B.E.A.'s, BEAA's and/or Trustee's current or former agents, employees, principals, or sub-consultants (of any tier), including, without limitation, all such claims, actions, losses and demands which may give rise to the County incurring liability, costs, delays or damages (including legal and appellate fees and costs). BEAA further assumes all of the prior and remaining obligations and responsibilities originally undertaken by BEA or B.E.A. International, Inc. under any of the County PSAs. Further, BEAA covenants and warrants to County and Trustee that all employees, agents, consultants and sub-consultants (of any tiers) previously and/or currently retained by BEA in connection with any of the above County PSAs shall be fully compensated for work and services previously performed and to be performed under such County PSAs and shall do so in as timely a manner as practicable.

4. <u>BEAA's Indemnity, Hold harmless and Duty to Defend Obligations</u>

BEAA shall indemnify and hold the County, its officers, representatives, employees and agents ("Indemnitee") harmless from, and assumes any and all liability for, and shall defend the County from, any and all claims, liabilities, causes of action, obligations, damages, loss, penalties, fines, litigation, costs, demands, charges and expenses (including but not limited to fines, damages, expenses, and reasonable legal fees and costs at all levels including appeals, if any) imposed on, incurred by or asserted

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against Indemnitee that arise out of or relate to, in whole or in part, any act, error, or omission of BEA, BEAA and/or Trustee, or any of B.E.A.'s, BEAA's and/or Trustee's current or former principals, employees, agents, consultants and sub-consultants (of any tiers) in the fulfillment of or in connection with any of the above-identified County PSAs. BEAA does hereby agree to indemnify Michael Phelan and hold him harmless from any claim or loss incurred in connection with, arising out of or under any of the County PSAs from this date forward.

5. **BEAA Insurance Warranties**

BEAA hereby covenants and warrants to Trustee and County that the insurance requirements set forth in each of the PSAs have at all times been complied with, without any lapse in coverage, and that all policies of insurance required to be obtained under the County PSAs remain valid, effective and in good standing, will be effective retroactively so as to cover B.E.A's and/or Trustee's performance, indemnity and other obligations under the County PSAs prior to the execution of this Assignment Agreement and following such execution.

6. **County Consent; County is Express Third Party Beneficiary Hereof.**

In consideration of and reliance upon BEAA's representations, warranties, and obligations set forth herein, the County hereby acknowledges and consents to Trustee's assignment of its rights, title, and interests in the County PSAs to the Assignee by signing below as a consenting non-party hereto. Notwithstanding the County's status as a non-party to this Agreement, the parties hereto acknowledge and agree that the County is an express third party beneficiary of this Agreement with rights of enforcement.

7. **Governing Law;Exclusive Venue.**

This Assignment and Assumption Agreement shall be governed by and construed in accordance with Florida law. Venue for any action or suit to enforce or construe any term or provision herein shall lie exclusively in Miami-Dade County, Florida.

ATTEST:

Name: Giselle Crombic
By: Giselle Crombic
Title: Administrative Assistant
Corporate Seal:

MICHAEL, MOECKER & ASSOCIATES, INC.

By: Michael Phelan
Name: Michael Phelan
Title: Assignee
Date: 1/16/09

ATTEST:

Name: Ligia Castro
By: Ligia Castro
Title: Accounting Manager
Corporate Seal:

BEA ARCHITECTS, INC.

By:
Name: Bruno Elias Ramos
Title: President, BEA architects, Inc.
Date: 1/21/09

By signing below, Miami-Dade County merely consents to the assignments and assumptions undertaken herein, but, in providing such consent, does not assent to undertake or assume any obligations or liabilities hereunder.

ATTEST:

Name: _____
By: _____
Title: _____
Corporate Seal:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Name: _____
Title: _____
Date:

(Attach standard County affidavits)

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EXHIBIT A

NAME CHANGE AFFIDAVIT

11A

AFFIDAVIT OF BRUNO E. RAMOS

STATE OF FLORIDA :
SS:
COUNTY OF MIAMI-DADE :

ON THIS DAY personally appeared, **BRUNO E. RAMOS**, personally known to me and who after being duly sworn, deposes and states as follows:

1. I am a licensed architect.

2. I am the president of B.E.A. INTERNATIONAL CORPORATION, a Florida corporation ("B.E.A. INTERNATIONAL").

3. B.E.A. INTERNATIONAL was originally filed with the Secretary of State of the State of Florida on February 17, 1992, under Document No. V14921.

4. The original name of B.E.A. INTERNATIONAL was "BRUNO E. RAMOS, AIA, P.A.

5. On May 10, 1993, the name of the company was changed to BRUNO-ELIAS & ASSOCIATES, P.A.

6. On February 23, 1996, the corporation submitted amended and restated Articles of Incorporation to the Secretary of State of the State of Florida, changing its name to "BRUNO-ELIAS & ASSOCIATES, INC."

7. On May 25, 2000, a Name Change Amendment was filed with the Secretary of State of the State of Florida, changing the name of the company from BRUNO-ELIAS & ASSOCIATES, INC. to "B.E.A. INTERNATIONAL CORPORATION"

8. From time to time, by virtue of scrivener's errors, B.E.A. INTERNATIONAL may

have erroneously been identified as B.E.A. INTERNATIONAL, INC., instead of its correct name, which is, and has been, B.E.A. INTERNATIONAL CORPORATION

9. B.E.A. INTERNATIONAL is a Florida corporation. I have never formed, nor, to the best of my knowledge, does there exist any entity called 'B.E.A. INTERNATIONAL INC.

FURTHER AFFIANT SAYETH NAUGHT.

BRUNO E. RAMOS

SWORN TO AND SUBSCRIBED before me this 27th day of ~~July 2008~~ February 2009 by BRUNO E. RAMOS, who is personally known to me or has produced _____ as identification and did/did not take an oath.

Notary Public State of Florida at Large

Erika Santana

Print Name of Notary

My Commission Expires :

Notary Public State of Florida
Erika Santana
My Commission DD755433
Expires 02/05/2012

[mlf] W:\75295\AFFIDA62-RAMOS.RGN{7/24/8-13:38}

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on April 8, 2008, to Articles of Incorporation for BRUNO-ELIAS & ASSOCIATES, CORP. which changed its name to BEA ARCHITECTS, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H08000090155. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is P00000051935.

Authentication Code: 608A00020906-040908-P00000051935-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Ninth day of April, 2008

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Kurt S. Browning
Secretary of State

April 9, 2008

FLORIDA DEPARTMENT OF STATE
Division of Corporations

BEA ARCHITECTS, INC.
4111 LE JEUNE ROAD
CORAL GABLES, FL 33146

Re: Document Number P00000051935

The Articles of Amendment to the Articles of Incorporation for BRUNO-ELIAS & ASSOCIATES, CORP. which changed its name to BEA ARCHITECTS, INC., a Florida corporation, were filed on April 8, 2008.

The certification requested is enclosed. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H08000090155.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl Coulliette
Regulatory Specialist II
Division of Corporations

Letter Number: 608A00020906

Audit No. H08000090155 3

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BRUNO-ELIAS & ASSOCIATES, CORP.

Pursuant to the provisions of Sections 607.1003 and 607.1006 of the Florida Statutes, the undersigned corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is:

BRUNO-ELIAS & ASSOCIATES, CORP.

2. The Articles of Incorporation are hereby amended by deleting Article I in its entirety and substituting therefor the following:

"ARTICLE I

The name of the corporation is:

BEA architects, Inc."

3. The foregoing Amendment was adopted by all of the shareholders and directors of the corporation on April 8, 2008, in the manner prescribed by Section 607.1006 of the Florida General Corporation Act.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 8th day of April, 2008.

Bruno E. Ramos

Bruno E. Ramos, as President

Audit No. H08000090155 3

STATEMENT OF ACTION IN LIEU OF
A SPECIAL MEETING OF THE SHAREHOLDERS AND
BOARD OF DIRECTORS OF
BRUNO-ELIAS & ASSOCIATES, CORP.

Pursuant to Sections 607.0704 and 607.0821 of the Florida Statutes, the undersigned, comprising the sole Shareholder and sole member of the Board of Directors of BRUNO-ELIAS & ASSOCIATES, CORP., a Florida corporation (the "Corporation"), does hereby consent to and approve the following actions:

1. The Articles of Incorporation shall be amended by deleting Article I in its entirety and substituting therefor the following:

"ARTICLE I

The name of the corporation is:

BEA architects, Inc. "

2. The President of the Corporation is hereby authorized and directed to execute the attached Articles of Amendment and to have the same filed with the Florida Department of State.

The actions described herein are approved and adopted this 8th day of April, 2008.

SOLE SHAREHOLDER:

Bruno E. Ramos

Bruno E. Ramos

SOLE DIRECTOR:

Bruno E. Ramos

Bruno E. Ramos

[jdr] W:\48050\AMDMNT49.JDR(4/8/8-15:53)

EXHIBIT B

MIAMI-DADE COUNTY'S PROFESSIONAL SERVICES AGREEMENTS

A. Park and Recreation Department:

1. Professional Services Agreement for Marina Improvements by and between Miami-Dade County, Florida and B.E.A International, Inc (now known as B.E.A International Corporation) dated October 4, 2006, Contract No. A05-Park-01.

2. Professional Services Agreement by and between Miami-Dade County, Florida and B.E.A. International Corporation, dated February 28, 2002, Contract No. A00-Park-02-03.

3. Architect's Professional Services Agreement by and between Metropolitan Dade County, Florida and Bruno-Elias & Associates, Inc. (now known as B.E.A International Corporation), dated April 8, 1997, Contract No. A96-Park-01.

B. Port of Miami

1. Non-Exclusive Professional Services Agreement by and between Miami-Dade County and Bruno-Elias and Associates, PA (now known as B.E.A International Corporation), dated April 8, 1997 - E96-SEA-01, including, without limitation, all written work orders issued thereunder.

2. Non-Exclusive Professional Services Agreement by and between Miami-Dade County and Bruno-Elias and Associates, PA (now known as B.E.A International Corporation), dated November 4, 1998, as amended on November 3, 2000 (Amendment No. 1) and as further amended on December 8, 2000

(Amendment No. 2), Contract No. E97-SEA-02 (as amended), including, without limitation, all written work orders issued thereunder.

3. Non-Exclusive Professional Services Agreement by and between Miami-Dade County and BEA International Corporation dated August 23, 2004, Contract No. A03-SEA-01, including, without limitation, all written work orders issued thereunder.

4. Non-Exclusive Professional Services Agreement by and between Miami-Dade County and BEA International, Inc. (now known as B.E.A International Corporation) dated February 15. 2002, Contract No.E01-SEA-01, including, without limitation, all written work orders issued thereunder.

5. Non-Exclusive Professional Services Agreement by and between Miami-Dade County and BEA International, Inc. (now known as B.E.A International Corporation), EDP Program Work Order No. 01R3 (Contract Code BEA-CDP, Project no. 2004.027), including, without limitation, all written work orders issued thereunder.

C. Any other contracts between B.E.A. International Corporation. and Miami-Dade County.

EXHIBIT C

ASSIGNMENT

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 08-24248 CA27

In Re:

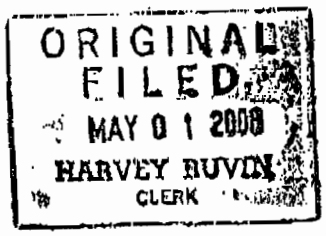
B.E.A. INTERNATIONAL CORPORATION.,

Assignor,

to:

MICHAEL PHELAN,

Assignee.



PETITION COMMENCING ASSIGNMENT FOR THE BENEFIT OF CREDITORS

COMES NOW MICHAEL PHELAN, Assignee, whose address is Michael Moecker & Associates, Inc. 6861 S.W. 196th Avenue, Suite 201-04, Fort Lauderdale, Florida 33332, by and through his undersigned attorney, and states the following:

i) On April 30, 2008, , B.E.A. INTERNATIONAL CORPORATION Assignor, with a principal place of business at 4111 Le Jeune Road, Coral Gables, FL 33146, made an Assignment for the Benefit of Creditors, whereby it assigned all of its right, title and interest in and to all of its assets to Michael Phelan, as Assignee, pursuant to § 727, Florida Statutes. A true and correct copy of said assignment and schedules are annexed hereto.

WHEREFORE, Michael Phelan respectfully requests this Court take jurisdiction of this Assignment for the Benefit of Creditors and enter such other orders as are necessary to administer the Assignor's estate; to provide for an equal distribution of all of the Assignor's real and personal property, except such as is exempt by law from forced sale, among the creditors of the Assignor in

equal proportions to their respective priorities and demands; to discharge the Assignee, pursuant to § 727.108, Florida Statutes; and upon the Court's satisfaction that he has complied with his duties as Assignee, to enter such other and further relief as the Court may deem just and proper.

Respectfully submitted this 1st day of May, 2008.

Paul L. Orshan, P.A.
Attorney for Assignee
2655 Le Jeune Road
Suite 410
Coral Gables, FL 33134
Phone: (305) 779-4882
Facsimile: (305) 402-0777
plorshan@orshanpa.com

BY: _____
Paul L. Orshan, Esq.
Fla. Bar No: 776203

ASSIGNMENT

ASSIGNMENT, made this 29th day of April, 2008, by and between B.E.A. INTERNATIONAL CORPORATION, with a principal place of business at 4111 Le Jeune Road, Coral Gables, Florida 33146, hereinafter "Assignor," and MICHAEL PHELAN, whose address is Michael Moecker & Associates, Inc., 6861 SW 196th Avenue, Suite 201-04, Fort Lauderdale, Fl. 33332, hereinafter "Assignee."

WHEREAS, the Assignor has been engaged in the business of architecture/engineering;

WHEREAS, the Assignor is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payments of its debts, so far as it is possible by an Assignment of all its assets for that purpose.

NOW, THEREFORE, the Assignor, in consideration of the Assignee's acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers and sets over, unto the Assignee, his successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under an execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the Assignor, and all books, records and electronic date pertaining to all such assets, wherever such assets may be located, hereinafter the "estate," as which assets are, to the best knowledge and belief of the Assignor, set forth on Schedule B annexed hereto.

The Assignee shall take possession of, and protect and preserve, all such assets and administer the estate in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the estate with reasonable dispatch and convert the estate into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidations and collections.

The Assignee shall then pay and discharge in full, to the extent that funds are available in the estate after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the Assignor, including interest on such debts and liabilities. If funds of the estate shall not be sufficient to pay such debts and liabilities in full, then the Assignee shall pay from funds of the estate such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Florida Statutes § 727.114 (1).

In the event that all debts and liabilities are paid in full, any funds of the estate remaining shall be returned to the Assignor.

To accomplish the purposes of this Assignment, the Assignor hereby appoints the Assignee its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist the Assignee in carrying out his duties hereunder.

The Assignor hereby authorizes the Assignee to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the Assignor, or to sign the name of the Assignor to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.

The Assignee hereby accepts the trust created by the Assignment, and agrees with the Assignor that the Assignee with faithfully and without delay carry out his duties under the Assignment.

Assignor:

B.E.A. INTERNATIONAL CORPORATION

By: _____
BRUNO ELIAS RAMOS, President

Assignee:

MICHAEL MOECKER & ASSOCIATES, INC.

By: _____
MICHAEL PHELAN

SCHEDULE "A"

Name	Address	Amount	Collateral	Whether or not disputed
SECURED CREDITORS				
Great Florida Bank	15050 N.W. 79th Court Miami Lakes, FL 33016	$850,000.00	All personal property	No
Freight Co Logistics	11401 N.W. 134 St. Suite 107 Miami, FL 33178	$169,000.00	Inventory -new furniture $200,000.00 (estimate value)	Yes
Lenders:				
		$1,019,000.00		
LEASES:				
Pitney Bowes -equipment lease	9495 S.W. 72nd Street Miami, FL 33173	$171.00 monthly plus tax		No
Canon Financial Services	158 Gaither Drive, # 200 POB 5008 Mt. Laurel, New Jersey 08054	$320.00 monthly plus tax -24 remaining payments after 5/10/07- $7,800		No
River Property, J.V. (landlord)	3001 N.W. South River Dr. Miami, FL 33142	$180,000 per year ($15,000 per month) term remaining -$2.4 million		No
Freight Co Logistics	11401 N.W. 134 St. Suite 107 Miami, FL 33178	New inventory of furniture, consumer electronics - cost $4,000		

Name	Address	Amount	Collateral	Whether or not disputed
WAGES OWED				
Employees		$56,000.00)		
TAXES OWED				
Department of Revenue	P.O. Box 6668 Tallahassee, FL 32314	-0-	Notice only	
Internal Revenue Serv	7850 S W. 6th Court Plantation, FL 33324	-0-	Notice only	
U S Attorney General	U.S. Department of Justice 10th and Constitution Avenue, N.W. Washington, DC 20530	-0-	Notice only	
		$ -0-		
CONSUMER DEPOSITS				
The James Hotel		$ 30,000.00		
Cushman School Study		$ 5,000.00		
PLC Invesments		$100,,000.00	($135,000.00)	

UNSECURED CLAIMS - VENDORS

A & Conler - Conferencing	$32.14	
Action Rentals	$1,100.00	
Aclon, Inc.	$	POB 0024, Carol Stream, IL 60132-0024
Alvarez, Armos & Borron, P.A.	$19,854.75	901 Ponce de Leon Blvd., Coral Gables, FL 33146
American Arbitration Association	$100.00	2200 Century Parkway, # 300, Atlanta, GA 30345
Armando Munoz	$	7790 SW 91 Ave., Miami, FL 33173
American Express	$59,989.40	
Andreina Rodriguez	$29.45	
Ar! Design & Construction Int'l	$650,000.00	4217 Ponce de Leon Blvd., Coral Gables, FL 33146
B A & K Group Joe Chan	$24,102.90	
Bank of America	$2,138.85	
Rafael Bellido (flowers)	$475.00	
Best Price of Florida	$	11044 NW 17 Place, Coral Springs, FL 33071
Bruno E. Ramos (parking expense)	$17 25	

Name	Amount	Address	Whether or not disputed
Gustavo Barenblum (expense report)	$154.75		
Cankat-Eseman, Inc.	$	1900 SW 57 Ave, #A, Miami, FL 33155	
Carlton Fields, P.A.	$621.25	POB 3239, Tampa, FL 33601-3239	
Century Laguna	$	2301 NW 87 Ave., 6th Fl. Doral, FL 33172	
Chase Card Services	$5,635.31		
Civil Works, Inc.	$	10 NW 42 Ave, #200, Miami, FL 33126	
Clipping Bureau of Florida	$	POB 3159, Clearwater, FL 33767-8159	
Clossom & Clossom, Inc.	$	1855 W. Katella Ave, # 230 B, Orange, CA 92867	
Princeton, Inc. (Seatrade Convention)	$12,048.00		
WindsortKent, Inc	$596.00		
David D'Ambrossio (expense report)	$363.09		
Danny Dista (expense report)	$80.30		
DIGoTEL.net, Inc.(fax connection)	$296.00	3409 NW 9 Ave, # 1101, Ft. Lauderdale, FL 33309	
Diversified Administration	$480.50	6161 Washington St., Hollywood, FL 33023	
Donald W. Schackelford PE, Inc.	$	7810 SW 66 St., Miami, FL 33143	
Dynatech Engineering	$4,050.00	750 W 84 St., Hialeah, FL 33014	
Erisa Pension Systems	$762.50		
EAC Consulting, Inc	$58,572.00	815 NW 57 Ave., Miami, FL 33126	
Executive Air Conditioning			
F. Heymne		11133 SW 88 Terrace, Unit G, Miami, FL 33186	
Fastpack Courier		POB 52-2783, Miami, FL 33152	
Fairway Cleaning Co. (cleaning carpeting)	$286.20		
Fl.Inst.Consulting Engineers (3rd Quarter)	$388.50	POB 750, Tallahassee, FL 32302	
Florida Research, Inc.	$318.34	POB 3129, Clearwater, FL 33767	
Fowler White Burnett	$4,142.75	1395 Brickell Ave, 14Fl, Miami, FL 33131	
FPL	$	General Mail Facility, Miami, FL 33180	
Francisco Mayorca	$		
Freight Co. Logistics (Warehouseman's Lien)	$169,141.63		
Gage-Babcock & Associates	$	6 Centerpointe Dr/. # 760, La Palma, CA 90623	
Guerrero Gonzalez Engineers	$1,000.00	4300 SW 73 Ave., # 107-A, Miami, FL 33155	
Halcrow, Inc	$27,550.00	22 Cortlandt St., NY, NY 10007	
Herminio Sanchez	$	2519 SW 154 Ct., Miami, FL 33185	
High Tech Security & Communication	$85.61		
Horizon Glass & Mirror Corp.	$	2256 W. 70 St., Hialeah, FL 33016	
IDS Telcom, LLC	$	POB 020549, Miami, FL 33102-8549	
Initial Engineers	$35,489.49	7145 SW 42 Terr, Miami, FL 33155	
Iron Mountain	$	POB 27128, NY, NY 10087-7128	
Jefferson Pilot Financial	$	POB 0821, Carol Stream, IL 60132-0821	
JG & Associates	$	Comte d'Urgell 240, 4ta Planta, 08036 Barcelona	
John Colso	$	1053 Waterside Circle, Weston, FL 33327	
Santiago Jimenez (expense report)	$332.05		
FedEx Kinkos	$382.56	POB 672085, Dallas, TX 75267-2085	
Laura Llorens & Associates	$13,526.75	10689 M. Kendall Dr./, # 300, Miami, FL 33176	
Lou Losperance	$99.00		
Laurence Levis (expense report)	$569.60		
Lincoln National Life Ins.	$		
Philip Martin Architectural PA	$262.94		
Alisha Meadows (expense report)	$49.63		
Manuel Hale (expense report)	$509.53		

27.

Name	Amount	Address	Whether or not disputed
Lyndia Mesidor (espense report)	$11.00		
Miami Engineering Services, Inc.	$2,850.00	182 W 60th St, # 19101, Hialeah, FL 33016	
Miami Dade County Tax Collector	$5,784.51	140 W. Flagler St., 14th Floor, Miami, FL 33130	
Miami Mini Stor-It	$	4995 SW 72 Ave., Miami, FL 33155	
Leah Miller (marketing)	$3,885.00		
Konica Minolta Business Sol.	$	POB 7247-0322, Philadelphia, PA 19170-0322	
Konica Minolta Business Sol.	$	POB 911316, Dallas, TX 75391	
Moffat & Nichol Engineers	$	POB 22648, Long Beach, CA 90801-5648	
Hexcel Muni Leon (expense report)	$43.03		
Municipal Code Corp.	$	POB 2235, Tallahassee, FL 32316	
Nexogy	$1,359.53	5757 Blue Lagoon Dr., # 190, Miami, FL 33126	
OCE	$33.03		
Office Depot	$5,509.69	POB 9020, Des Moines, IA 50368-9020	
Office Max	$19.10	HSBC Business Sol., POB 5238, Carol Stream, IL 60197	
Papersmith Inc.	$	3112 NW 27 Ave., Miami, FL 33142	
Parmac, Inc. (monthly maintenance)	$2,092.00	100 Almeria Ave., # 104, Coral Gables, FL 33134	
PBS&J	$63,835.03	POB 409357, Atlanta, GA 30384-9357	
PC Net	$363.60	7225 NW 66 St., Bay #2, Miami, FL 33166	
Philip Martin Architectural	$	POB 141811, Coral Gables, FL 33146	
Pedro Fiallo (expense report)	$55.78		
Pitney Bowes Credit Corp.	$	POB 856460, Louisville, KY 40285-6160	
Perfect Exterminators	$105.00		
Purchase Power	$309.34	POB 856042, Louisville, KY 40285-5042	
Porcelanos	$99.51		
Principal Life Ins. Co.	$4,677.35	POB 10327, Des Moines, IA 50306-0327	
Reprografia	$311.96	7451 SW 50 Terrace, Miami, FL 33155	
Rodriguez Trueba & Co.	$2,950.00	1985 NW 96 Ct., # 101, Miami, FL 33172	
Rossetti Associates	$80,144.05	Two Towne Square, # 200, Southfield, MI 48076	
Donald W. Schackelford, PE	$18,910.00		
Safeguard Dental & Vision	$	POB 30910, Laguna Hills, CA 92654-0910	
South Dade Lighting	$462.24		
Stanley Consultants, Inc	$11,797.64	1001 Belvedere Rd, # 400E, WPB, FL 33406-1541	
Suncoast Ins. Associates	$	POB 22668, Tampa, FL 33622-2668	
Sunbone Office Solutions	$495.00	4825 Pembroke Rd, Hollywood, FL 33021	
Tarin Group	$	14308 SW 51 St., Miami, FL 33175	
Tasnim Uddin & Associates	$	8281 Coral Way, Miami, FL	
Taylor, Jonovic, White & Gendron	$368.00	55 South Miami Ave., #210, Miami, FL 33130	
Technica de Ingenieria, S.A.	$14,371.53	Tegucigalpa, Honduras	
Tilden, Lobmitz Cooper	$90,255.76	255 S. Orange Ave., # 1600, Orlando, FL 32801	
U.S. Legal Support	$1,935.05	POB 871057, Dallas, TX 75267-1057	
University Publications	$595.00		
URS Corporation	$41,118.00	Dept 1020, POB 121028, Dallas, TX 75312-1028	
V.E. Alvarez & Partners	$4,525.00	13617 SW 118 Terr, Miami, FL 33186	
Cesar J. Valencia	$4,432.00		
Waste Management	$1,067.73	POB 63003, Baltimore, MD 21263-0003	
Wax-Atl, Inc.	$180.00	4635 SW 128 Ave., Miami, FL 33175	
WindsorKent, Inc.	$	POB 143537, Coral Gables, FL 33114-3537	
World Wide Express	$1,546.60	9150 S. Dadeland Blvd., # 1510, Miami, FL 33156	
Zaragosa & Yadira	$59.66		

Stephen B. French, Esq., Bush Ross, P.A. P.O. Box 3913, Tampa, FL 33601;			
Moffatt & Nichols, Inc. 3780 Kilroy Airport Way, Suite 750 Long Beach, CA 90806	$179,926.46	Judgment	
Moffatt & Nichol - attorneys' fees claim	$200,000.00 (estimate)		disputed
Jacobson Attorney for Plaintiff, Jeffrey S Lapin, Esq. Lapin & Leichtling, LLP, 255 Alhambra Circle Suite 800, Coral Gables, FL 33134	$300,000.00	arbitration	disputed

SCHEDULE "B"

	BOOK VALUE	LIQUIDATION VALUE
REAL PROPERTY	-0-	
FIXTURES, FURNITURE, AND EQUIPMENT	$85,941.76 (schedule "A")	$15,000.00
CASH AND BANK ACCOUNTS	$25,000.00	$25,000.00
INVENTORY	$471,000.00	$200,000.00
ACCOUNTS RECEIVABLE	$1,082,082.00 As of April 28, 2008	@ $50,000.00 net of lien
DEPOSITS (Customer Retainers) The James Hotel ($30,000) Cushman School Study ($5,000) PLC Investments ($100,000)	($35,000.00) Subject to Liens	
CLAIMS	-0-	
PREPAID EXPENSES, including deposit, insurance, rents and utilities		
Other, including loans to third parties, claims and choses in action		

Total Liquidation Value $290,000.00

EXEMPT PROPERTY: **Description and Location** **Liquidation Value at Date of Assignment**

NONE

OATH OF ASSIGNOR

COMES NOW, BRUNO E. RAMOS, the President of the Assignor herein and states that upon oath that the above are true and correct schedules reflecting the assets and liabilities of the Assignor, and that the Assignment has been duly made this 29th day of April 2008.

B.E.A. INTERNATIONAL, INC.

BRUNO E. RAMOS, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 29th day of April 2008, personally came before me BRUNO E. RAMOS to be known to be the President of the Assignor herein, and who executed the above Assignment and oath of Assignor, and who produced a valid drivers license as identification and who did/did not take an oath: Personally known.

MYRIAM FAMADA
Notary Public - State of Florida
My Commission Expires Jun 30, 2009
Commission # DD303426
Bonded By National Notary Assn.

NOTARY PUBLIC

Print Name

My Commission Expires:

OATH OF ASSIGNEE

COMES NOW, MICHAEL PHELAN, the Assignee herein, and duly acknowledges that the Assignee accepts delivery of the within Assignment and that they will duly perform the duties imposed upon the Assignee pursuant to Florida Statute Section 727.

MICHAEL PHELAN

STATE OF FLORIDA
COUNTY OF BROWARD

On this 30th day of April, 2008, personally came before me Michael Phelan, to be known to be the Assignee herein, and who executed the above Assignment and oath of Assignor, and who is personally known to me and who did not take an oath.

Notary Public State of Florida
Nadira Joseph
... DD491124
... 5009

NOTARY PUBLIC

NADIRA JOSEPH
Print Name

My Commission Expires:

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VERIFICATION OF ASSIGNMENT TO ASSIGNEE, MICHAEL PHELAN
BY ASSIGNOR, B.E.A. INTERNATIONAL, INC.
VERIFICATION OF SCHEDULES OF B.E.A. INTERNATIONAL, INC.
BY ASSIGNOR, B.E.A. INTERNATIONAL, INC.

VERIFICATION OF ASSIGNMENT AND SCHEDULES

The undersigned, as President of B.E.A. INTERNATIONAL, INC., hereby verifies the Assignment (the "Assignment") of all of its rights, title and interest in and to all its assets, as indicated on Exhibit A to the Petition for the general Assignment for the Benefit of Creditors filed with this court on April 29, 2008, and further verifies each of the facts set forth in the schedules annexed to the Assignment.

B.E.A. INTERNATIONAL, INC.

BY: _____
BRUNO E. RAMOS, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to and subscribed on April 29, 2008 by Bruno E. Ramos who is personally known to me or who has produced a valid driver's license as identification and who did not take an oath as to the truth of the facts contained in the foregoing Assignment and Schedules.

MYRIAM FAMADA
Notary Public - State of Florida
My Commission Expires Jun 20, 2008
Commission # DD303426
Bonded By National Notary Assn.

_____
Notary Public

_____
Printed Name of Officer taking acknowledgment

My Commission Expires:

ACCEPTANCE OF ASSIGNMENT

MICHAEL PHELAN, as Assignee under the certain Assignment by B.E.A. INTERNATIONAL, INC., of all its right, title and interest to all of its assets filed with this court 4/30, 2008, hereby reaffirms its prior acceptance of the trust created by such Assignment and agrees with the Assignor that the Assignee will faithfully and without delay carry out is duties under the Assignment.

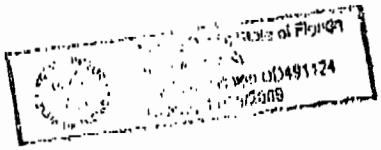
MICHAEL PHELAN

By: _____

BY: _____

STATE OF FLORIDA
COUNTY OF BROWARD

Sworn to and subscribed on April 30, 2008, by MICHAEL PHELAN who is personally known to me and who did not take an oath as to the truth of the facts contained in the foregoing Assignment and Schedules.



_____
Signature of person taking acknowledgment

NADINE JOSEPH
Printed Name of Officer taking acknowledgment

EXHIBIT D

INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/2009

PRODUCER (305) 665-5005
Brokerage Insurance Group
6600 SW 122nd Street

Miami FL 33156-

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A New Hampshire Insurance	23841
INSURER B	
INSURER C	
INSURER D	
INSURER E	

INSURED
BEA Architects, Inc.
4111 S. LeJeune Road

Coral Gables FL 33146-131

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR		/ /	/ /	MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
				/ /	/ /	GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC		/ /	/ /		
		AUTOMOBILE LIABILITY		/ /	/ /	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS		/ /	/ /	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS		/ /	/ /	BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
				/ /	/ /	PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO		/ /	/ /	OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY		/ /	/ /	EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE		/ /	/ /		$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		/ /	/ /	WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		/ /	/ /	E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER PROFESSIONAL	1036321	09/09/2008	09/09/2009	Occurance Limit	$2,000,000
A		LIABILITY		/ /	/ /	Aggregate Limit	$2,000,000
				/ /	/ /	Deductible	$50,000

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

Operations as an Architectural Firm.
BEA International, Inc. is an Additional Insured.
Retroactive date of coverage is Full Prior Acts.

CERTIFICATE HOLDER

( ) - ( ) -
Risk Management Division

Miami-Dade County
111 NW 1 Street

Miami FL 33128-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Client#: 5746 ARTDESI3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/25/2008

PRODUCER
Suncoast Insurance Associates
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

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
Art Design and Construction Inc, BEA Architects Inc, BEA International Inc
4111 Le Jeune Rd
Coral Gables, FL 33146

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25623
INSURER B: Travelers Indemnity Company	25658
INSURER C: Travelers Casualty and Surety Co	19038
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	6604892L13A	08/25/08	08/25/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA66L5648908	08/25/08	08/25/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10000	CUP6941Y665	08/25/08	08/25/09	EACH OCCURRENCE AGGREGATE	$2,000,000 $2,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB5691Y52108	04/01/08	04/01/09	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
		OTHER					

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

Certificate holder is listed as an additional insured with respects to the General Liability, Auto Liability and Excess Liability policies.

CERTIFICATE HOLDER

Miami Dade County
Risk Management Office
111 NW 1st Street
Miami, FL 33128

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Underwriting Comments

Named Insured:	BEA Architects, Inc.		
Policy No:	1036321 - 01		
Effective Date:	09/09/2008	Expiration Date:	09/09/2009
Annual Statement Company:	New Hampshire Insurance Company		
SL Filer:	Broker		

Quote is Subject To: Florida Hurricane Catastrophe Fund assessment (1%) additional to total Policy Premium bound.
Florida Insurance Guaranty Association Surcharge (1.51%) additional to total Policy Premium bound.

BROKER: Brokerage Insurance Group Henry DeMayo
6600 SW 122nd Street
Miami, FL, 33156
305-665-5005

UNDERWRITER: Karen Ogletree
(713) 268-8728

LINE OF BUSINESS: Architects and Engineers Professional Liability

New Hampshire Insurance Company
Administrative Offices: 100 Summer Street
Boston, Massachusetts 02110
(hereinafter "the Company")

CERTIFICATE OF RENEWAL

Policy No.: 1036321 - 01

Certificate Renewal No.: 1036321

The above referenced Policy is renewed as of the effective date on the Declaration Page incorporated herein by reference and attached to this Certificate of Renewal. This Certificate of Renewal, the attached Declaration Page, the Policy referenced above along with its endorsements (but without its original Declaration Page which is superceded by the attached Declaration Page), and any endorsement issued pursuant to this Certificate of Renewal comprise the entire terms and conditions of the renewal policy. The terms and conditions of the renewal policy cannot be waived or changed except by written endorsement issued by the Company and made part of this Certificate of Renewal.

All other terms, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (in states where Applicable)

NEW HAMPSHIRE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110
Administrative Address: 70 Pine Street New York, NY 10270
(A Stock Insurance Company, Hereinafter Called the Company)
(212) 770-7000

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY POLICY

Policy No.: 1036321 - 01 Renewal of: 1036321

NOTICE. THIS IS A CLAIMS MADE POLICY. COVERAGE OF THIS POLICY IS LIMITED GENERALLY TO LIABILITY FOR ONLY THOSE CLAIMS THAT ARE FIRST MADE AND REPORTED IN WRITING TO US WHILE THE POLICY IS IN FORCE. PLEASE REVIEW THIS POLICY CAREFULLY AND DISCUSS THE COVERAGE THEREUNDER WITH YOUR INSURANCE AGENT OR BROKER.

NOTICE: THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGMENTS OR SETTLEMENTS SHALL BE REDUCED BY THE AMOUNTS INCURRED FOR LEGAL DEFENSE. AMOUNTS INCURRED FOR LEGAL DEFENSE, JUDGMENTS OR SETTLEMENTS SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

DECLARATIONS

ITEM 1. Named Insured: BEA Architects, Inc.
D.B.A.: BEA Architects, inc.
Address: 4111 LEJEUNE RD
CORAL GABLES, FL 33146

ITEM 2. Policy Period
From: 09/09/2008 to: 09/09/2009
at 12:01 A.M. standard time at the address of the insured stated above.

ITEM 3. Limits of Liability: $ 2,000,000 Each Claim
$ 2,000,000 Annual Aggregate

ITEM 4. Deductible: $ 50,000 Each Claim

ITEM 5. Premium: $ 45,596.00
See attached schedule of surcharges and assessments

ITEM 6. Extended Reporting Period: 12 Months at 100.00 % of the total annual premium

ITEM 7. Retroactive Date: FULL

ITEM 8. Endorsements made a part of this policy
See attached Schedule of Forms and Endorsements.

For claims service and any other inquiries please contact:

New Hampshire Insurance Company
100 Summer Street
Boston, Massachusetts 02110

COUNTERSIGNED ON _____

AUTHORIZED REPRESENTATIVE _____

87119 (12/04) PEGA Copy

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FORMS SCHEDULE

Named Insured: BEA Architects, Inc.
D/B/A BEA Architects, inc.

Policy Number: 1036321 - 01 Effective Date: 09/09/2008

Form Number		Title
Cover Broker Letter		Covernote
Cover Policy		Covernote
91222	0706	NYAG Policyholder Notice
Certificate of Renewal		Certificate of Renewal
87119	1204	Architects and Engineers Professional Liability Declarations
Dec Addendum		Addendum-Schedule of Surcharges and Assessments
84002	0205	Architects and Engineers Professional Liability
78711	0207	Addendum To The Declarations
76105	0500	Florida Cancellation/Nonrenewal Endorsement
89392	0705	Florida Amendatory Endorsement
90484	0206	Specific Project Excess Limits Endorsement
90492	0206	First Dollar Defense
89644	0705	Coverage Territory Endorsement

Underwriting Comments

Named Insured:	BEA Architects, Inc.		
Policy No:	1036321 - 01		
Effective Date:	09/09/2008	Expiration Date:	09/09/2009
Annual Statement Company:	New Hampshire Insurance Company		
SL Filer:	Broker		

Quote is Subject To: Florida Hurricane Catastrophe Fund assessment (1%) additional to total Policy Premium bound.
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BROKER: Brokerage Insurance Group Henry DeMayo
6600 SW 122nd Street
Miami, FL, 33156
305-665-5005

UNDERWRITER: Karen Ogletree
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LINE OF BUSINESS: Architects and Engineers Professional Liability

NEW HAMPSHIRE INSURANCE COMPANY

2704 Commerce Drive, Suite B, Harrisburg, PA 17110
Administrative Address: 70 Pine Street New York, NY 10270
(A Stock Insurance Company, Hereinafter Called the Company)
(212) 770-7000

ARCHITECTS & ENGINEERS PROFESSIONAL LIABILITY POLICY

Policy No.: 1036321 - 01 Renewal of: 1036321

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New Hampshire Insurance Company
100 Summer Street
Boston, Massachusetts 02110

COUNTERSIGNED ON _____

AUTHORIZED REPRESENTATIVE _____

87119 (12/04) PEGA Copy

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AIG American International Companies®

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY

NOTICE

THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. THE POLICY APPLIES ONLY TO CLAIMS MADE UPON THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE SAME POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE.

THE LIMIT OF LIABILITY AVAILABLE TO PAY JUDGEMENTS OR SETTLEMENTS SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIM EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR CLAIM EXPENSES SHALL BE APPLIED AGAINST THE DEDUCTIBLE AMOUNT.

VARIOUS PROVISIONS THROUGHOUT THIS POLICY RESTRICT OR EXCLUDE COVERAGE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE THE INSURED'S RIGHTS AND DUTIES, AND WHAT IS AND IS NOT COVERED.

DEFINED TERMS APPEAR IN BOLD-FACED TYPE. PLEASE REFER TO SECTION III. TO EXAMINE THE APPLICABLE DEFINITIONS.

In consideration of the payment of the premium by the **Named Insured** and in reliance upon the statements in the **Insured's** application incorporated herein by reference, the **Company** agrees with the **Insured** subject to all of the terms, exclusions and conditions of this policy, as follows:

I. INSURING AGREEMENTS

COVERAGES: (CLAIMS-MADE AND REPORTED)

The **Company** will pay on behalf of the **Insured** those sums in excess of the deductible shown in Item 4 of the Declarations that the **Insured** shall become legally obligated to pay as **Damages** because of **Claims** for a **Breach of Professional Duty** in the performance of **Professional Services** rendered to others by the **Insured** or any entity for whom the **Insured** is legally liable.

For this coverage to apply, all of the following conditions must be satisfied:

1. The **Breach of Professional Duty** forming the basis of any **Claim** must arise out of **Professional Services** that take place subsequent to the Retroactive Date shown in Item 7 of the Declarations and prior to the end of the **Policy Period.**

2. Prior to the Effective Date of this policy, no officer, director, principal, partner, insurance manager or risk manager of the **Insured** had knowledge of any **Breach of Professional Duty** or circumstance likely to give rise to a **Claim** under this policy. If

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such officer, director, principal, partner, project manager, insurance manager or risk manager of the **Insured** knew, prior to the effective date of this policy, of the **Breach of Professional Duty** or a circumstance likely to give rise to a **Claim** under this policy, then any continuation, change or resumption of such **Breach of professional Duty** or circumstance during or after this **Policy Period** will be deemed to have been known prior to this **Policy Period.**

3. **Claim** must first be made against the **Insured** during the **Policy Period.**

4. The **Insured** must report the **Claim** to the **Company**, in writing, during the **Policy Period** or within the sixty (60) day period immediately following the end of the **Policy Period.**

B. TERRITORY

The insurance afforded by this policy applies only to **Claims** arising out of a **Breach of Professional Duty** in the performance of **Professional Services** that take place in and result in a **Claim** brought within:

1. the United States of America, its territories or possessions or Puerto Rico; and

2. elsewhere in the world, excluding those countries, jurisdictions and/or territories against which the government of the United States of America (including any department or subdivision thereof) administers and/or enforces economic and/or trade sanctions.

C. DEFENSE PROVISIONS

1. When any **Claim** against the **Insured** for which coverage is provided under this policy is made or brought within the United States of America, its territories or possessions, or Puerto Rico, the **Company** has the right to investigate such **Claim**, and the duty to defend such **Claim** with defense counsel selected with the **Company's** approval, even if such **Claim** is groundless, false or fraudulent. The **Company's** obligation to defend or to continue to defend any **Claim** as provided in this Subsection 1. shall end when the applicable limit of the **Company's** liability has been exhausted by payment of **Claim Expenses** or **Damages** or both.

2. When any **Claim** against the **Insured** for which coverage is provided under this policy is made or brought outside the areas described in Subsection 1. above, the **Company** shall not be obligated to assume charge of the investigation, defense or settlement of such **Claim** but the **Company** shall have the right and shall be given the opportunity to associate with the **Insured** in the investigation and defense of such **Claim.** The **Insured** shall, under the **Company's** supervision, make or cause to be made such investigation and defense as is reasonable under the circumstances. Subject to prior written authorization by the **Company**, the **Insured** may also effect settlement. The **Company** shall reimburse the **Insured** for **Damages** and the reasonable and necessary costs of investigating and defending any such **Claim** such as (1) fees charged by any attorney selected by the **Insured** to defend the **Claim**, and (2) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a decision regarding the **Claim** as authorized by the **Company**. For purposes of computing the amount of the limits of liability and deductible amount under this policy, such reasonable costs shall be construed as **Claim Expenses.** The **Company's**

obligations under this Subsection 2. shall end when the applicable limit of liability has been exhausted by the payment of **Claim Expenses** or **Damages** or both.

D. **SETTLEMENT PROVISIONS**

The **Company** will not settle or compromise any **Claim** without the consent of the **Insured**. If, however, the **Insured** refuses to consent to a settlement or compromise recommended by the **Company** and elects to contest such **Claim** or continue legal proceedings in connection with such **Claim**, then the **Company's** liability for the **Claim** shall not exceed the amount for which the **Claim** could have been so settled plus **Claim Expenses** incurred up to the date of such refusal subject to the applicable limit of liability under this policy.

E. **CLAIM EXPENSES**

Claim Expenses shall be paid by the **Company**, and such payments reduce the available limit of liability. The **Insured** must first pay any applicable deductible amounts as set forth in Item 4 of the Declarations.

II. EXCLUSIONS

This policy does not provide coverage and the **Company** will not pay **Claim Expenses** or **Damages** for any **Claim** based upon or arising out of:

A. any dishonest, fraudulent, criminal or malicious conduct or **Breach of Professional Duty** or conduct of a knowingly wrongful nature committed intentionally or at the direction of an **Insured**; however, the **Company** shall defend a **Claim** against an **Insured** who did not commit, participate in, or have knowledge of the dishonest, malicious, or criminal acts or omissions, except the **Company** shall not defend any criminal prosecution under any circumstances;

B. any **Claim** made by any **Insured** against any other **Insured**;

C. the actual or alleged: (1) **Wrongful Termination** ; (2) **Discrimination** ; or (3) **Sexual Harassment** of any past or present employee of the **Insured**;

D. any **Insured's** involvement as a partner, officer, director, stockholder, employer or employee of any business enterprise not named in the Declarations;

E. any **Insured's** involvement in or **Professional Services** rendered to or on behalf of any organization or subsidiary or affiliate thereof, not named in the Declarations: (1) that wholly or partly owns, or to any extent controls, operates or manages an **Insured**, or (2) in which an **Insured** has a greater than twenty five percent (25%) ownership, or (3) that is controlled, operated or managed by an **Insured**;

F. the design or manufacture of any products developed by any **Insured** for multiple sale or mass distribution, including but not limited to computer programs or software; however, this exclusion shall not apply to software created or modified specifically for a client for whom the **Insured** is rendering **Professional Services**;

G. any express warranty or guarantee, unless liability would have attached to the **Insured** in the absence of an express warranty or guarantee and such liability arises out of a **Breach of Professional Duty** by the **Insured** in the performance of **Professional Services**;

H. the cost to repair or replace any faulty: workmanship, assembly, construction, erection, fabrication, installation or remediation, if such work is performed in whole or in part by:
   1. the **Insured**; or
   2. any subcontractor of an **Insured**; or
   3. any enterprise and/or subsidiary of any enterprise that any **Insured** controls, manages, operates or holds ownership in or by any enterprise that controls, manages, operates or holds ownership in an **Insured**;

I. the liability of others assumed by any **Insured** under any contract or agreement unless such liability arises as a result of a **Breach of Professional Duty** by the **Insured** in performance of **Professional Services and would have existed absent such contract;**

J. **Bodily Injury** sustained by any employee of any **Insured** while engaged in employment by any **Insured**, or (1) any **Claim** by any person on account of such injury whose right to assert the **Claim** arises by reason of any blood, marital or other relationship with the employee, or (2) any **Claim** by any person or entity seeking contribution or indemnity because of such injury except that this exclusion does not apply to liability arising under a written contract executed prior to the injury;

K. any obligation of any **Insured** under any worker's compensation, disability benefits or unemployment compensation law or any similar laws;

L. nuclear reaction, radiation or contamination, under any circumstances and regardless of cause, within or originating from **a Nuclear Facility;**

M. 1. war, including undeclared or civil war; or

   2. warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

   3. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

   This exclusion does not apply to a certified act of terrorism defined by Section 102. Definitions, of the Terrorism Risk Act of 2002 and any revisions or amendments thereto.

N. Services as an **Agency Construction Manager** with respect to any project for which any **Insured** holds any contract to perform any construction, erection, assembly, fabrication, installation or remediation either by itself or through any subcontractor at any tier. This exclusion shall not apply to the provision of other **Professional Services** by the Insured or any entity for which the **Insured** is legally liable.

III. DEFINITIONS

A. **Agency Construction Manager** means a person or organization that provides professional consulting services to a project owner for a fee to assist in the oversight of a project and the progress of the design and construction process.

B. **Bodily Injury** means physical bodily injury, sickness or disease sustained by a person, including death at any time resulting from any of these.

C. **Breach of Professional Duty** means negligence, defined as the failure to meet the professional standard of care legally required or reasonably expected under the

circumstances in the performance or non-performance of **Professional Services** rendered to others by the **Insured** which results in **Damages** for which the **Insured** is legally liable.

D. **Claim** means any written demand received by an **Insured** seeking **Damages** and alleging liability or responsibility on the part of the **Insured** or persons for whose conduct the **Insured** is legally liable.

E. **Claim Expenses** means:

1. fees charged by any attorneys designated and approved by the **Company** for services in connection with the investigation or defense of **Claims**;

2. all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a **Claim,** if authorized by the **Company**.

3. **Claim Expenses** shall not include the salaries of any employee of the **Company** or of the **Insured.**

F. **Company** means the **Company** issuing the policy.

G. **Damages** means any amount which an **Insured** is legally obligated to pay for any **Claim** to which this insurance applies and shall include: judgments and settlements, interest on judgements, and punitive, exemplary or multiple **Damages**, provided always that **Damages** shall not include the return or withdrawal of professional fees, sanctions, fines or penalties imposed by law. **Damages** shall not include matters that may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Damages** also shall not include **Liquidated Damages** except for liability the **Insured** would have had in the absence of such **Liquidated Damages.**

H. **Discrimination** means termination of an employment relationship or a demotion or a failure or refusal to hire or promote any individual because of race, color, religion, age, sex, disability, pregnancy, national origin or sexual orientation.

I. **Insured** means:

1. the **Named Insured** designated in Item 1 of the Declarations;

2. any person who is or was a partner, officer, director, stockholder or employee of the **Named Insured** but only while acting within the scope of his/her duties as such;

3. the heirs, executors, administrators, and legal representatives of each **Insured** as defined in 1. and 2. above, in the event of death, incapacity or bankruptcy of such **Insured,** but only as respects liability arising out of **Professional Services** rendered by or on behalf of the **Named Insured** prior to such **Insured's** death, incapacity or bankruptcy;

4. a former partner, officer, director or employee of the **Named Insured** while rendering **Professional Services** on behalf of the **Named Insured;**

5. contract or leased personnel rendering **Professional Services** under the supervision of and on behalf of the **Named Insured;**

6. joint ventures in which the **Named Insured** is named as a co-venturer, but only as respects the **Insured's** legal liability arising out of the **Insured's** participation in such joint venture;

7. any **Predecessor in Interest.**

J. **Liquidated Damages** means an amount stipulated in advance in a contract to be the amount or measure of damages to be recovered by a party to that contract if the other party breaches the agreement or fails to perform or perform adequately its obligations under the contract

K. **Mediation** means non-binding intervention by a qualified professional mediator.

L. **Named Insured** means the person or entity designated as such in Item 1 of the Declarations.

M. **Nuclear facility** means the site at which a nuclear reactor is located or where nuclear waste or material is disposed of or stored.

N. **Policy Period** means the period from the effective date of this policy to the expiration date or earlier termination date, if any, of this policy.

O. **Predecessor in Interest** means any prior entity whose assets, partners, principals or shareholders have been acquired by the **Insured** and whose name has been listed in the application attached hereto, and for whose insurance the **Insured** is responsible by written agreement.

P. **Professional Services** means those services that the **Insured** is legally qualified to perform for others in their capacity as an architect, engineer, land surveyor, landscape architect, **Agency Construction Manager**, or as specifically defined by endorsement to this policy. **Professional Services** shall not include facilities operations and maintenance operations or activities

Q. **Sexual Harassment** means unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature that

1. are made a condition of employment or
2. are used as a basis for employment decisions or
3. create a work environment that interferes with performance.

R. **Subsidiary** means any entity, in which more than 50% of the outstanding securities or voting rights representing the present right to vote for the election of directors in such entity is owned or controlled, directly or indirectly, in any combination, by the Named Insured.

S. **Wrongful Termination** means termination of an employment relationship in a manner which is against the law and wrongful or in breach of an express or implied agreement to continue employment.

IV. LIMITS OF LIABILITY AND SELF INSURED RETENTION

A. LIMIT OF LIABILITY - EACH CLAIM

Subject to **B. Limit of Liability - Aggregate**, below, the liability of the **Company** for each covered **Claim** shall not exceed the amount stated in Item 3 of the Declarations for Each **Claim**. This limit is the maximum amount of **Damages** or **Claim Expenses** or both that the **Company** will pay for each covered **Claim**. The limit of liability shall apply in excess of the deductible.

B. LIMIT OF LIABILITY - AGGREGATE

Subject to **A. Limit of Liability - Each Claim,** above, the liability of the **Company** shall in no event exceed the amount stated in Item 3 of the Declarations as the Policy Aggregate as a result of all covered **Claims**. This limit is the maximum amount of **Damages** or **Claim Expenses** or both that the **Company** will pay under this policy for all covered **Claims** including those reported as provided for in **SECTION V., CONDITION C., EXTENDED REPORTING PERIOD**, if applicable.

Once the applicable limits of liability have been exhausted, the **Company** will not defend or pay **Damages** or **Claim Expenses** for any **Claim**.

C. MULTIPLE INSUREDS

The number of **Insureds** covered by this policy shall not operate to increase the limits of liability as specified above.

D. MULTIPLE CLAIMS

Two or more covered **Claims** arising out of a single **Breach of Professional Duty** or any series of related **Breaches of Professional Duty** will be considered a single **Claim** and shall be deemed to be made at the time the first of such **Claims** is made. This policy shall only apply if the first or earliest **Claim** arising from such **Breach of Professional Duty** or series of related **Breaches of Professional Duty** is made during the **Policy Period** or Extended Reporting Period, if applicable. These provisions apply regardless of the number of **Insureds** involved in such a **Claim**, the number of **Claims** made, or the number of people or organizations that make the **Claims**.

The number of **Claims** made or the number of people or organizations that make **Claims** shall not operate to increase the Limits of Liability as specified in Subsections A and B above.

E. DEDUCTIBLE - EACH CLAIM

The deductible amount stated in the Declarations applies to each **Claim** and shall be paid by the **Insured**. The deductible shall be applied to the payment of **Damages** or **Claim Expenses** or both.

The **Company** may advance payment for part or all of the deductible amount and, upon notification of such payment made, the **Insured** must promptly reimburse the **Company** for the deductible amounts advanced by the **Company**.

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Until a **Claim** is made, the deductible does not apply to **Claim Expenses** incurred by the **Company** or at the **Company's** specific request as respects possible **Claims** reported under SECTION V. **CONDITIONS B. REPORTING OF POTENTIAL CLAIMS.**

F. REIMBURSEMENT:

The **Company** will reimburse the **Insured**, upon written request, for loss of earnings by the **Insured** as a result of being required to attend, at the **Company's** request, a **Mediation**, arbitration, deposition, or trial related to a covered **Claim,** subject to the following:

1. No reimbursement will apply to the first three (3) days attendance of the **Insured** required for each **Claim;**

2. Loss of earnings reimbursement will not be considered as payment of a **Claim** or **Claim Expenses** and will be in addition to the limits of liability. Reimbursement is not subject to the deductible.

3. Loss of earnings reimbursement shall not exceed $400 per day per loss of earnings **Claim**, subject to a maximum annual aggregate reimbursement of $7,500 for all loss of earnings **Claims.**

G. MEDIATION

If the **Insured** and the **Company** jointly agree to utilize **Mediation** as a means to try to resolve a **Claim** made against the **Insured**, and if such **Claim** is resolved through the use of **Mediation**, then the **Insured's** deductible obligation shall be reduced by 50% subject to a maximum reduction of $20,000. The **Company** shall reimburse the **Insured** for any applicable deductible payment made in excess of such amount prior to the **Mediation** as soon as practicable after the conclusion of the **Mediation.**

V. CONDITIONS

A. INSURED'S DUTIES WHEN THERE IS A CLAIM

As a condition precedent to the right of coverage under this policy, the **Insured** must do the following:

1. If a **Claim** to which this policy applies is made against the **Insured**, give written notice, as soon as practicable, containing the information detailed in **CONDITION B.,** below to:

   American International Companies®
   100 Summer Street
   Boston, Massachusetts 02110-2103
   Attn: Claims Department

   Written notice shall include every demand, notice, summons or other process received by the **Insured** or the **Insured's** representatives.

2. The **Insured** must cooperate with the **Company** and, upon the **Company's** request, submit to examination and interrogation by a representative of the **Company**, under oath if required, and shall attend hearings and depositions and shall assist the **Company** in the investigation, settlement and defense of **Claims** or suits as well as

the giving of a written statement or statements to the **Company's** representatives all without charge to the **Company.**

3. If the **Insured** has the right to either accept or reject arbitration of any **Claim,** exercise such right only with the written consent of the **Company.**

4. Not make any payment, admit any liability, settle any **Claims** or assume any obligations without the prior written consent of the **Company.**

5. Do whatever is necessary to secure and affect any rights of indemnity, contribution or apportionment that the **Insured** may have.

6 Other than what is required by law, refrain from discussing the facts and circumstances of any **Claim** with anyone other than legal counsel representing the **Insured** or representatives of the **Company.**

B. REPORTING OF A POTENTIAL CLAIM

If the **Insured** first becomes aware during the **Policy Period** of an actual or alleged **Breach of Professional Duty** or circumstance arising out of **Professional Services** which is reasonably likely to result in a **Claim**, the **Insured** must give written notice to the **Company** containing the information listed below. If such written notice is received by the **Company** prior to the end of the **Policy Period**, any **Claims** subsequently made against the **Insured** arising out of such conduct shall be deemed for the purpose of this policy to have been made on the last day of the **Policy Period.** The **Insured** shall cooperate fully with the **Company**, and any investigation conducted by the **Company** or its authorized representatives, and shall be subject to the terms set forth in **SECTION V., CONDITIONS, A. INSURED'S DUTIES WHEN THERE IS A CLAIM** above as applicable to a **Claim.**

It is a condition precedent to the coverage afforded by this policy that the written notice shall contain the following information:

1. The actual or alleged **Breach of Professional Duty** or circumstance which is the subject of a potential **Claim**;

2. A description of the **Professional Services** rendered by the **Insured** which may result in the **Claim**;

3. The date(s) of such conduct which may result in the **Claim**; and

4. A description of the injury or damage that has or may result in a **Claim.**

5. The identities and address of any potential claimant(s);

6. The anticipated location(s) of any such potential **Claim**;

7. The circumstances by which the **Insured** first became aware of the potential **Claim.**

If all of the above information is not so provided or is, in the reasonable judgement of the **Company**, deemed inadequate, the **Company** shall inform the **Insured** that any **Claim** made

after the **Policy Period** relating to the written notice will not be deemed to have been made during the **Policy Period.**

C. EXTENDED REPORTING PERIOD

If this policy is canceled or non-renewed by the **Company** or the **Named Insured** for reasons other than non-payment of premiums or non-compliance with the terms and conditions of this policy, the **Named Insured**, shall have the option to purchase an Extended Reporting Period by advising the **Company** in writing, as provided below, of its election to do so, accompanied by the payment of the additional premium specified in Item 6 of the Declarations. The Extended Reporting Period will apply only to **Claims** first made against the **Insured** during the number of months specified in Item 6 of the Declarations following immediately upon the effective date of such cancellation or non-renewal, but only by reason of a **Breach of Professional Duty** arising out of **Professional Services** which happens subsequent to the retroactive date and prior to the effective date of such cancellation or non-renewal, and which is otherwise covered by this policy. This Extended Reporting Period, if purchased, must be endorsed hereto.

If however, this policy is immediately succeeded by similar claims-made insurance coverage issued by any insurer for which the retroactive date is the same as or earlier than that shown in Item 7 of the Declarations, the succeeding insurance shall be deemed to be a renewal hereof and the **Named Insured** shall have no right to an Extended Reporting Period.

The quotation of a different premium or deductible amount or limit of liability or differing terms and conditions for renewal does not constitute a refusal to renew for the purpose of this provision.

As a condition precedent to the **Named Insured's** right to purchase the Extended Reporting Period, the **Named Insured** must have satisfied all conditions of this policy and must have paid all premiums deductible amounts due.

The **Named Insured's** right to purchase the Extended Reporting Period must be exercised by notice, in writing, not later than sixty (60) days after the cancellation or expiration date of this policy and must include payment of the entire premium for the Extended Reporting Period as specified in Item 6 of the Declarations. If such notice and payment are not so given to the **Company**, the **Named Insured** shall not be able to purchase an Extended Reporting Period subsequently.

The Extended Reporting Period shall be non-cancelable. Accordingly, at the commencement of any Extended Reporting Period, the entire premium shall be considered earned.

The purchase of the Extended Reporting Period provision shall not reinstate the Policy Aggregate Limit or increase the Limits of Liability set forth in Item 3 of the Declarations.

D. SUBROGATION

In the event of any payment under this policy, the **Company** shall be subrogated to all the **Insured's** rights of recovery therefor against any person or organization and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing after an incident reasonably likely to give rise to a **Claim** to prejudice such rights. The **Company** agrees to waive this right of

subrogation against the client of the **Insured** to the extent that the **Insured** had, prior to a **Claim**, a written agreement to waive such rights.

E. HOW OTHER INSURANCE APPLIES

Where other insurance is available to the **Insured** for **Damages** covered under the terms and conditions of this policy, the **Company's** obligation to the **Insured** shall be as follows:

1. This policy shall apply as excess insurance over any other valid insurance, whether collectible or not, be it primary, excess or contributing. This excess insurance shall in no way be increased or expanded as a result of the receivership, insolvency, or inability to pay of any insurer with respect to both the duty to indemnify and the duty to defend. This also applies to the **Insured** while acting as a self-insured for any coverage.

2. Where, in accordance with paragraph 1, above, this policy is excess insurance, the **Company** will pay:

   a. only its share of the amount of **Damages** and **Claim Expenses**, if any, that exceed the total amount of all such valid insurance, whether collectible or not; and
   b. only for such **Damages** and **Claim Expenses** as are covered by the terms and conditions of this policy; and
   c. will not pay for any **Damages** or **Claim Expenses** which are excluded or subject to any other limitation in such other insurance.

The **Insured** shall promptly, upon request of the **Company**, provide the **Company** with copies of all policies potentially applicable, whether collectable or not, against the liability covered by this policy.

F. CHANGES MADE TO THIS POLICY

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or stop the **Company** from asserting any right under the terms of this policy. The terms and conditions of this policy cannot be waived or changed except by specific written endorsement issued by the **Company** and made part of this policy.

G. ASSIGNMENT OF THE INSURED'S INTEREST

The interest of the **Insured** under this policy is not assignable to any other person or organization without the prior written consent of the **Company**.

H. CANCELLATION:

The **Named Insured** may cancel this policy by returning the policy to the **Company** or its authorized representatives. The **Named Insured** can also cancel this policy by written notice to the **Company** stating at what future date cancellation is to be effective. If the **Named Insured** cancels, earned premium shall be computed using the customary short rate table.

The **Company** can cancel this policy by written notice to the **Named Insured**, at the address last known to the **Company**. The **Company** will provide written notice at least thirty (30) days before cancellation is to be effective.

However, the **Named Insured** will only be entitled to ten (10) day's notice if the **Company** cancels because the **Insured** has failed to pay a premium when due.

If the **Company** cancels, earned premium will be computed pro-rata, unless the **Company** cancels for nonpayment of premium as described above, in which case earned premium will be computed using the customary short rate table.

The mailing of any notice of cancellation shall be sufficient proof of notice.

The effective date of cancellation terminates the **Policy Period**. The return of unearned premium is not a condition of cancellation. The **Company** will return all unearned premium due the Named Insured in due course.

I. SOLE AGENT

The **Named Insured** shall act on behalf of all other **Insureds**, if any, for the payment or return of premium, receipt and acceptance of any endorsement issued to form a part of this policy, and giving and receiving notice of cancellation or non-renewal.

J. BANKRUPTCY

The bankruptcy, receivership or insolvency of an **Insured** or the **Insured's** estate or of any insurer shall not relieve the **Company** of any of its obligations under this policy. However, such bankruptcy, receivership or insolvency shall in no way increase the **Company's** liability under this policy nor will this insurance apply to liability directly or indirectly due to bankruptcy, insolvency, receivership, or subsequent liquidation.

K. APPLICATION

The statements in the application are the **Insured's** representations and are deemed material. This policy is issued based upon the truth and accuracy of such representations. Upon the binding of coverage, the application, incorporated herein by reference, shall become part of this policy. This policy embodies all agreements existing between the **Insured** and the **Company** or any of its representatives relating to this policy.

L. PREMIUM and AUDIT

a. All premiums for this policy will be computed in accordance with the **Company's** rules and rates.

b. If the premium for this policy is a flat premium, it is not subject to adjustment, except that additional premium may be required for any additional exposures and/or **Insureds** or as provided for in **SECTION V., CANCELLATION.**

   The premium shown as the **Premium** in Item 5. A. of the Declarations is a deposit premium only. If the policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Total Premium, the **Named Insured** will pay the difference to the **Company**, due and payable upon notice.

c. The **Named Insured** must keep records of the information needed by the **Company** for premium computation, and send copies to the **Company** as requested. The **Named Insured** is responsible for the payment of all premiums and will be the payee for any return premiums from the **Company**.

d. The **Company** may examine and audit the **Insured's** books and records at any time during the **Policy Period** and within three (3) years after the end of the **Policy Period**, as far as they relate to this policy.

M. ACTION AGAINST THE COMPANY:

No person or organization has a right under this policy to sue the **Company** or to join the **Company** as a party or otherwise bring the **Company** into a suit seeking **Damages** against an **Insured,** unless:

1. all the terms and conditions of this policy have been fully complied with; and

2. the amount of such **Damages** have been fixed or rendered certain;

   a. by final judgment against the **Insured** after trial of the issues; or

   b. the time to appeal such judgment has expired without an appeal being taken; or

   c. if appeal is taken, after the appeal has been determined; or

   d. by an agreed settlement in accordance with the terms and conditions of this policy. An agreed settlement means a settlement and release of liability executed by the claimant or the claimant's legal representative, and the **Insured**, with the written consent of the **Company**.

N. FALSE OR FRAUDULENT CLAIMS:

If the **Insured** reports any **Claim** knowing such **Claim** to be false or fraudulent, this policy shall become void and all insurance coverage hereunder shall be forfeited.

O. ACQUISITIONS, MERGERS AND MATERIAL CHANGES:

In the event that the **Named Insured** (i) acquires any other entity or acquires substantially all the assets of another entity, or (ii) merges with another entity such that the **Named Insured** is the surviving entity, or (iii) creates or acquires a **Subsidiary** or (iv) in the sole judgment of the **Company** materially changes its business as described in the Application after the effective date of this policy, no coverage shall be afforded under this policy for assets acquired, or the entity merged with, or the **Subsidiary** or such changed business activities, unless and until:

1. The **Named Insured** provides written notice of such transaction or event or change to the **Company** not more than sixty (60) days after the effective date of such transaction, or event or change, and

2. The **Named Insured promptly** provides the **Company** with such information in connection therewith as the **Company** may deem necessary, and

3. The **Named Insured** accepts any special terms, conditions, exclusions, or additional premium charge required by the **Company**, and

4. The **Company** at its sole discretion specifically agrees in writing to provide such coverage.

If the **Company** agrees to provide coverage, it will not include any **Breach of Professional Duty** committed or allegedly committed, with respect to any entity, assets, **Subsidiary**, or changed business activities referred to in subparagraph 1 above, prior to the effective date of such acquisition, merger, creation, or change, or any **Breach of Professional Duty** or interrelated **Breaches of Professional Duty** committed or allegedly committed prior to the effective date of such acquisition, merger, creation, or change.

If (i) the **Named Insured** merges into or consolidates with another entity, or (ii) another entity or person or group of entities and/or persons in concert acquire securities or voting rights which result in ownership or voting control by the other entity or person(s) of more than 50% of the outstanding securities representing the present right to vote for election of directors of the **Named Insured**, coverage under this policy shall continue until termination of this policy, but only with respect to **Claims** for **Breach of Professional Duty** committed, attempted, or allegedly committed by the **Insureds** prior to such merger, consolidation or acquisition. The **Named Insured** shall give written notice of such merger, consolidation or acquisition as soon as practicable, together with such information as the **Company** may require.

For purposes of this **Condition**, an entity shall mean any corporation, business trust, partnership, or other form of organization, including a **Named Insured.**

P. CHOICE OF LAW AND FORUM

In the event that the **Insured** and the **Company** dispute the validity or formation of this policy or the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the **Insured** and the **Company** agree that the law of the State of New York shall apply and that all litigation, arbitration or other form of dispute resolution shall take place in the State of New York.

Q. ARBITRATION

In the event of a disagreement as to the interpretation of this policy, it is mutually agreed that such dispute shall be submitted to binding arbitration before a panel of three (3) arbitrators, consisting of two (2) party-nominated (non-impartial) arbitrators and a third (impartial) arbitrator (hereinafter "umpire") as the sole and exclusive remedy.

The party desiring arbitration of a dispute shall notify in writing the other party, said notice including the name, address and occupation of the arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second arbitrator, select an umpire. If the arbitrators are unable to

agree upon an umpire, each arbitrator shall submit to the other arbitrator a list of three (3) proposed individuals, from which list such arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.

The parties shall submit their cases to the panel by written and oral evidence at a hearing. Said hearings shall be held within thirty (30) days of the selection of the umpire unless otherwise agreed by a majority of the panel. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud or gross misconduct by the arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated arbitrator and shall jointly share with the other the expense of the umpire and of the arbitration proceeding.

The arbitration proceeding shall take place in or in the vicinity of Boston, Massachusetts. The procedural rules applicable to this arbitration, shall, except as provided otherwise herein, be in accordance with the Commercial Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the **Company** has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned in the Declarations by one of its duly authorized representatives.

Secretary President

ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

Kristian P. Moor
PRESIDENT

Elizabeth M. Tuck
SECRETARY

Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
Illinois National Insurance Co.
New Hampshire Insurance Company

John Q. Doyle
PRESIDENT

Elizabeth M. Tuck
SECRETARY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

78711(02/07)

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FLORIDA CANCELLATION/NONRENEWAL ENDORSEMENT

Wherever used in this endorsement: 1) "we", "us", "our", and "Insurer" mean the insurance company which issued this policy, and 2) "you", "your", "named Insured", "First Named Insured", and "Insured" mean the Named Corporation, Named Organization, Named Sponsor, Named Insured, or Insured stated in the declarations page; and 3) "Other Insured(s)" means all other persons or entities afforded coverage under the policy.

It is hereby agreed and understood that the cancellation provision of this policy is to be deleted in its entirety and to be replaced with the following:

A. The Insured shown in the Declarations may cancel this policy by mailing or delivering to the Insurer advance written notice of cancellation.

B.1. Cancellation for Policies in Effect Ninety (90) Days or Less

If this policy has been in effect ninety (90) days or less the Insurer may cancel this policy by mailing or delivering to the Insured written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) Ten (10) days before the effective date of cancellation if the Insurer cancels for nonpayment of premium; or

(b) Twenty (20) days before the effective date of cancellation if the Insurer cancels for any other reason, except the Insurer may cancel immediately if there has been:

1. A material misstatement or misrepresentation; or
2. A failure to comply with underwriting requirements established by the Insurer.

B.2. Cancellation for Policies in Effect More Than Ninety (90) Days

If this policy has been in effect for more than ninety (90) days the Insurer may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the date of effectuation of coverage;

(d) There has been a substantial change in the risk covered by the policy;

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If the Insurer cancels this policy for any of these reasons, the Insurer will mail or deliver to the First Named Insured written notice of cancellation, accompanied by the reasons for the cancellation at least:

1. Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in B2(a) above; or

2. Forty-Five (45) days before the effective date of cancellation if cancellation is for the reasons stated in B2(b), (c), (d) or (e) above.

The following is added:

C.1. Non-Renewal

(a) If the Insurer decides not to renew this policy the Insurer will mail or deliver to the Insured written notice of nonrenewal, accompanied by the reason for nonrenewal, at least forty-five (45) days prior to the expiration of this policy.

(b) Any notice of nonrenewal will be mailed or delivered to the Insured's last mailing address known to the Insurer. If notice is mailed, proof of mailing will be sufficient proof of notice.

C.2. Renewal

The Insurer shall give the named insured at least forty-five (45) days advance written notice of the renewal premium.

All other terms, conditions and exclusions of this policy remain unchanged.

_____

Authorized Representative or
Countersignature (in states where Applicable)

ENDORSEMENT

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY PROGRAM

FLORIDA AMENDATORY ENDORSEMENT

The policy is hereby amended as follows:

Paragraph G. Damages of Section III. DEFINITIONS is deleted in its entirety and replaced by the following:

> **Damages** means any amount which an **Insured** is legally obligated to pay for any **Claim** to which this insurance applies and shall include judgments and settlements and interest on judgments. **Damages** shall not include matters that may be deemed uninsurable under the law pursuant to which this policy shall be construed. **Damages** also shall not include **Liquidated Damages** except for liability the **Insured** would have had in the absence of such **Liquidated Damages.**

Paragraph Q. ARBITRATION of Section V. CONDITIONS is deleted in its entirety and replaced by the following:

> In the event of a disagreement as to the interpretation of this policy, if both parties agree to submit the dispute to binding arbitration, then, such dispute shall be submitted to binding arbitration before a panel of three (3) arbitrators, consisting of two (2) party-nominated (non-impartial) arbitrators and a third (impartial) arbitrator (hereinafter "umpire") as the sole and exclusive remedy.
>
> The party desiring arbitration of a dispute shall notify in writing the other party, said notice including the name, address and occupation of the arbitrator nominated by the demanding party. The other party shall, within 30 days following receipt of the demand, notify in writing the demanding party of the name, address and occupation of the arbitrator nominated by it. The two (2) arbitrators so selected shall, within 30 days of the appointment of the second arbitrator, select an umpire. If the arbitrators are unable to agree upon an umpire, each arbitrator shall submit to the other arbitrator a list of three (3) proposed individuals, from which list such arbitrator shall choose one (1) individual. The names of the two (2) individuals so chosen shall be subject to a draw, whereby the individual drawn shall serve as umpire.
>
> The parties shall submit their cases to the panel by written and oral evidence at a hearing. Said hearings shall be held within thirty (30) days of the selection of the umpire unless otherwise agreed by a majority of the panel. The panel shall be relieved of all judicial formality, shall not be obligated to adhere to the strict rules of law or of evidence, shall seek to enforce the intent of the parties hereto and may refer to, but are not limited to, relevant legal principles. The decision of at least two (2) of the three (3) panel members shall be binding and final and not subject to appeal except for grounds of fraud or gross misconduct by the arbitrators. The award will be issued within 30 days of the close of the hearings. Each party shall bear the expenses of its designated arbitrator and shall jointly share with the other the expense of the umpire and of the arbitration proceeding.
>
> The arbitration proceeding shall take place in or in the vicinity of the Named Insured's address noted in Item 1 of the Declarations Page. The procedural rules applicable to this arbitration, shall, except as provided otherwise herein, be in accordance with the Commercial Rules of the American Arbitration Association.

All other terms, conditions and exclusions of this policy remain unchanged.

_____

Authorized Representative or
Countersignature (in states where Applicable)

89392 (7/05)

ENDORSEMENT

FIRST DOLLAR DEFENSE

AMENDMENT TO IV. LIMITS OF LIABILITY AND DEDUCTIBLE

In consideration of the premium paid, it is hereby understood and agreed that Section IV. Limits of Liability and Self-Insured Retention, Item E. Deductible - Each **Claim** is deleted and replaced with the following:

E. DEDUCTIBLE - EACH CLAIM

The deductible stated in the Declarations applies to each **Claim** and shall be paid by the **Insured.** The deductible shall be applied to the payment of **Damages.**

The **Company** may advance payment of part or all of the deductible amount, and upon such payment made, the **Insured** must promptly reimburse the **Company** for deductible amounts advanced by the **Company.**

All other terms, conditions and exclusions of this policy remain unchanged.

Authorized Representative or
Countersignature (in states where Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

All other terms, conditions and exclusions of this policy remain unchanged.

_____

Authorized Representative or
Countersignature (in states where Applicable)

ADDENDUM TO DECLARATION PAGE

SCHEDULE OF SURCHARGES AND ASSESSMENTS

New Hampshire Insurance Company
100 Summer St
Boston, MA 02110

Policy Number: 1036321 - 01

Named Insured: BEA Architects, Inc.
BEA Architects, inc.
4111 LEJEUNE RD
CORAL GABLES, FL 33146

Policy Period: 09/09/2008 09/09/2009

Surcharge and Assessment Description	Amount
FL Hurricane Catastrophe Fund Surcharge	$455.96
FIGA Emergency Surcharge	$0.00
TOTAL	$455.96

68

ENDORSEMENT NO. 1

This endorsement, effective 12:01 A.M. 11/20/2008
Forms part of policy no.: 1036321 - 01
issued to: BEA Architects, Inc.
D/B/A: BEA Architects, inc.
By: NEW HAMPSHIRE INSURANCE COMPANY

IN CONSIDERATION OF PREMIUM CHARGED AT INCEPTION, IT IS HEREBY UNDERSTOOD AND AGREED THAT Item #1 Address is amended to 3075 NW South River Drive, Miami, FL 33142

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative or
Countersignature (in states where Applicable)

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ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

Kristian P. Moor
PRESIDENT

Elizabeth M. Tuck
SECRETARY

Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
Illinois National Insurance Co.
New Hampshire Insurance Company

John Q. Doyle
PRESIDENT

Elizabeth M. Tuck
SECRETARY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

ENDORSEMENT NO. 2

This endorsement, effective 12:01 A.M. 06/30/2009
Forms part of policy no.: 1036321 - 01
issued to: BEA Architects, Inc.
D/B/A: BEA Architects, inc.
By: NEW HAMPSHIRE INSURANCE COMPANY

IN CONSIDERATION OF PREMIUM CHARGED AT INCEPTION, IT IS HEREBY UNDERSTOOD AND AGREED THAT Item #1 Named Insured is amended to BEA Architects, Inc.; BEA International, Inc.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Authorized Representative or
Countersignature (in states where Applicable)

ADDENDUM TO THE DECLARATIONS

By signing below, the President and the Secretary of the Insurer agree on behalf of the Insurer to all the terms of this Policy.

Kristian P. Moor
PRESIDENT

Elizabeth M. Tuck
SECRETARY

Granite State Insurance Company
The Insurance Company of the State of Pennsylvania
Illinois National Insurance Co.
New Hampshire Insurance Company

John Q. Doyle
PRESIDENT

Elizabeth M. Tuck
SECRETARY

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Insurer, either below or on the Declarations page of the Policy.

AUTHORIZED REPRESENTATIVE

COUNTERSIGNATURE DATE

COUNTERSIGNED AT

78711(02/07)

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Park and Recreation Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: A99-PARK-01-01 Work Order No: 1
Contract Name: Miscellaneous Architectural and Engineering Professional Services
Award Amount: $1,000,000.00 Contact: David Livingstone 305-755-7824
Contract Type: PSA
Contractor / Consultant: BEA International, Inc. (Bruno-Elias & Associates) FEIN: 650337706

Evaluator ID: mar01 Date: 9/11/2006 Period: Completion of study or design

	Rating *					
	4	3	2	1	N/A	Criteria
1-		✔				Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-		✔				Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✔					Vision - Design - Concepts or adherence to criteria.
4-	✔					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-		✔				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✔				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✔					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✔					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-		✔				Commitment - Intangibles & contribution to project success.
10-	✔					Personnel - Quality and dedication of project staff.
11-	✔					Management - Leadership ability.
12-	✔					Quality - Work performed correctly the first time.

Overall Performance Average: 3.6

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Fernando Marquez at Phone# 305-755-7847

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

73

Evaluation delivered to: John Colao

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - *project completed on time* or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Park and Recreation Department

Project Evaluation

Evaluation Type: Standard Evaluation

Contract: A00-PARK-02-2 Work Order No: 1
Contract Name: Consultants for Full Services Project Specific Professional Services Agreements
Contact: John Gouthro 305-755-7868
Award Amount: $1,500,000.00
Contract Type: PSA
Contractor / Consultant: BEA International, Inc. (Bruno-Elias & Associates) FEIN: 650337706

Evaluator ID: jgx Date: 5/18/2007 Period: Interim

Rating *						
	4	3	2	1	N/A	Criteria
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-		✓				Cost effectiveness & efficiency - Budget compliance & value of work.
3-			✓			Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-		✓				Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-		✓				Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-			✓			Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-			✓			Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-		✓				Management - Leadership ability.
12-			✓			Quality - Work performed correctly the first time.

Overall Performance Average: 3.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Joel Arango at Phone# 305/ 755-5453

Evaluation Reviewed by: Supervisor ☐ Division Chief ☐ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

75

Evaluation delivered to:

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - *project completed on time or early at or* below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No *serious errors noted* or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

MIAMI-DADE COUNTY, FLORIDA

Capital Improvements Information System

Miami-Dade Seaport Department

Contractor / Consultant Evaluation

EDP Project: EDP-SP-06.061-G
Title: TERMINALS B & C RENOVATIONS - GANGWAYS
Contractor: BERMELLO, AJAMIL & PARTNERS, INC.
Department Contact: Gyselle Saner 3053474833

Evaluation Type: Standard Evaluation
FEIN: 591722486
Award Amount: $0.00

Evaluator ID: JPosada Date: 2/11/2009 Period: Completion of study or design

Rating *						
	4	3	2	1	N/A	Criteria
1-	✓					Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community.
2-	✓					Cost effectiveness & efficiency - Budget compliance & value of work.
3-	✓					Vision - Design - Concepts or adherence to criteria.
4-	✓					Cooperation - Teamwork & relationship with owner, subs and suppliers.
5-	✓					Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule.
6-	✓					Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution.
7-	✓					Completeness - Compliance with contract documents, permits, Codes & standards.
8-	✓					Responsiveness - Timely, clear & concise responses to owner comments and correspondence.
9-	✓					Commitment - Intangibles & contribution to project success.
10-	✓					Personnel - Quality and dedication of project staff.
11-	✓					Management - Leadership ability.
12-	✓					Quality - Work performed correctly the first time.

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Jose Luis Posada, R.A. at Phonc# (305) 347-4909

Evaluation Reviewed by: Supervisor ☑ Division Chief ☑ Assistant Director ☐ Director ☐

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods)

Evaluation delivered to: Saul Suarez, Bermello Ajamil

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information