

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 13, 2011

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:


- A) A budget transfer of \$1,785,906 within the 30.5M GO 03 Library Improvement Bond Fund from the Reserves to the Belle Glade Library project;
- B) A budget transfer of \$2,039,657 within the 22.3M GO 06 Library District Improvement Bond Fund from the Reserves to the Belle Glade Library project;
- C) A budget transfer of \$1,354,437 within the Library Impact Fee Fund from the reserves to the Belle Glade Library project;
- D) A budget transfer of \$345,000 within the Library Expansion Program from the Reserves to the Belle Glade Library project;
- E) Amendment No. 9 to the contract with The Weitz Company (R2007-1105) in the amount of \$6,099,651 for construction management services for the Belle Glade Library and Civic Center project establishing a Guaranteed Maximum Price (GMP) conditioned on the receipt of 1) a grant extension and 2) approval of the contract award request; both from the Department of Community Affairs (DCA); and
- F) Insurance premium provided under Palm Beach County's Master Builder's Risk Program in an estimated amount not to exceed \$46,033.22.


Summary: The Board conceptually approved the reallocation of funds within three (3) funding sources in support of this project. With these budget transfers, the project is funded through the 30.5 M GO 03 Bond Fund, the 22.3 M GO 06 Bond Fund, the Library Expansion Program Fund and Library Impact fees as well as the Disaster Recovery Community Development Block Grant (CDBG) program. On May 18, 2010 the Board approved a tri-party Inter-local Agreement with the City of Belle Glade and the School Board of Palm Beach County allowing for the lease of 4.18 acres of property to the County to develop a library and civic center. Amendment No. 9 establishes a GMP of \$6,099,651 and 413 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contingency. The new library will be 17,000 square foot which includes a 3,100 square foot civic center space. The Small Business Enterprise (SBE) goal for this contract is 15%. The Weitz Company's SBE participation for this project is 41.1%. The Weitz Company is a Palm Beach County firm and is using local subcontractors for 76% of the work which includes 21% for Glades subcontractors. The award of Amendment No. 9 is contingent on receipt of DCA approvals; both of which are anticipated before the next scheduled Board meeting. (Capital Improvements Division) District 6 (JM)

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as General Contractors issuing the subcontracts for construction. The Weitz Company has provided pre-construction services on this project. This Amendment establishes a GMP for the project. Builder's Risk insurance for this project will be provided through the County's Master Policy.

Attachments:

- 1. Location Map
- 2. Budget Availability Statements
- 3. Budget Transfer A (1971)
- 4. Budget Transfer B (1972)
- 5. Budget Transfer C (1973)
- 6. Budget Transfer D (1974)
- 7. Amendment No. 9

Recommended by:  Army Wolf 8/29/11
 Department Director Date

Approved by:  9/14/11
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$6,853,684.22	0	0	0	
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	\$6,853,684.22				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 1108 Dept 143 Unit 1422 Object 8101 \$ 707,756
 Reporting Category _____

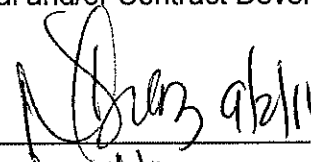
Budget Account No:
 Fund 3021 Dept 321 Unit L046 Object 6502 \$1,785,906.00
 Reporting Category _____
 Fund 3022 Dept 321 Unit L046 Object 6401 \$ 200,000.00
 Reporting Category _____
 Fund 3022 Dept 321 Unit L046 Object 6502 \$3,103,493.00
 Reporting Category _____
 Fund 3022 Dept 321 Unit L046 Object 6505 \$ 80,000.00
 Reporting Category _____
 Fund 3751 Dept 321 Unit L046 Object 6401 \$ 345,000.00
 Reporting Category _____
 Fund 3752 Dept 321 Unit L046 Object 6502 \$631,529.22
 Reporting Category _____

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

Construction	\$6,099,651	Library funds	CDBG grant
Staff Charges	\$83,000	\$6,145,928.22	\$707,756
Builder's Risk	\$46,033.22		
SUBTOTAL	\$6,228,684.22		
Other Transfers:			
Design (Contingency)	\$80,000		
Mach & Equip	\$545,000		
TOTAL	\$6,853,684.22		

III. REVIEW COMMENTS:

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

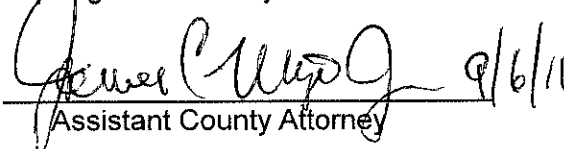


 OFMB
 9/16/11
 8/31/11



 Contract Administrator

B. Legal Sufficiency:



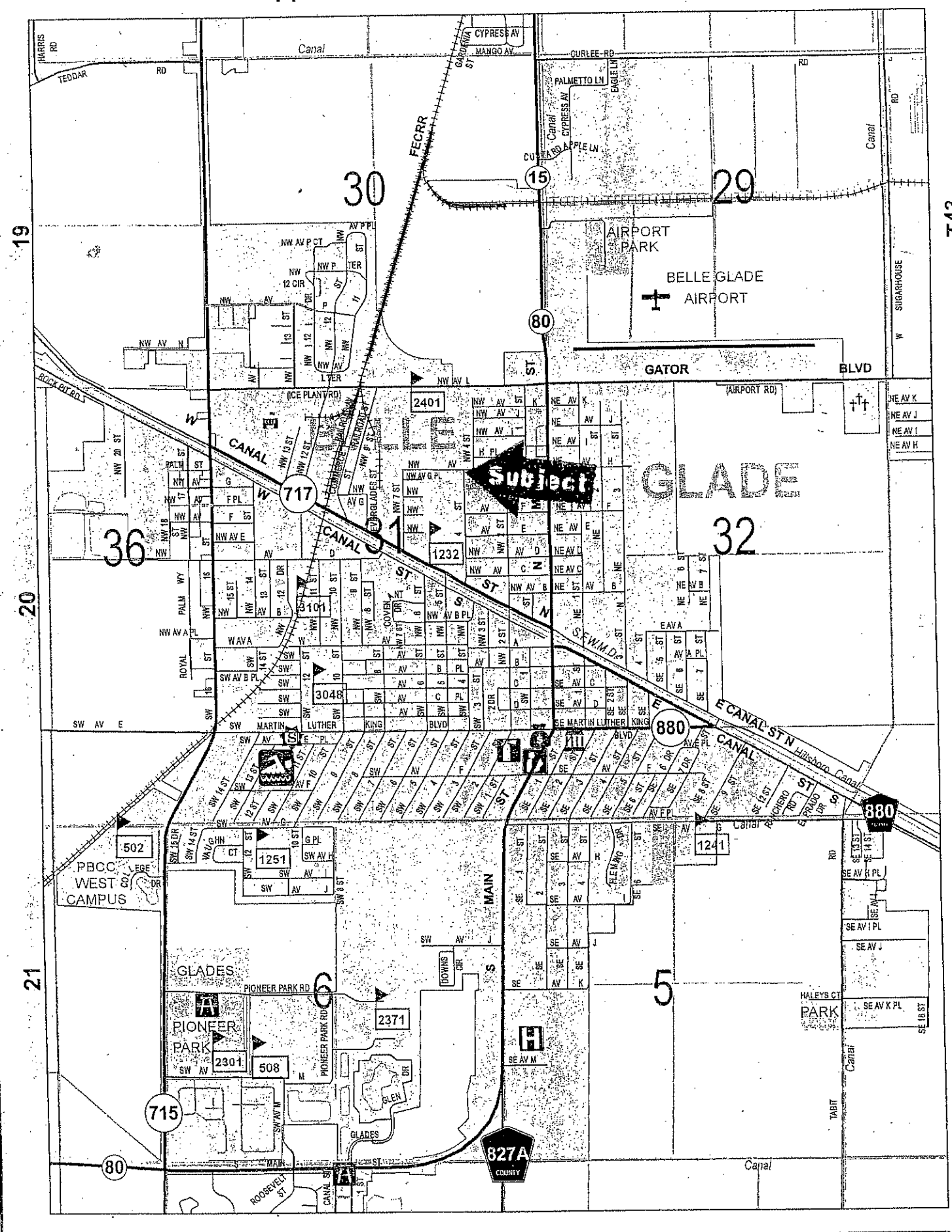
 Assistant County Attorney

C. Other Department Review:



 Department Director

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



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T44

LOCATION MAP

II

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 7/26/11 REQUESTED BY: Karen Arndt

PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: Belle Glade Library and Civic Center

PROJECT NO.: 03223

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT \$707,756

DATE

CSA or CHANGE ORDER NUMBER: Amendment 9

CONSULTANT/CONTRACTOR: The Weitz Company

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

Contract award

CONSTRUCTION	<u>\$707,756</u>
PROFESSIONAL SERVICES	_____
STAFF COSTS** (Design/Construction Phase)	_____
MISC. (permits, prints, advertising)	_____
TOTAL	\$707,756

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1108 DEPT: 143 UNIT: 1422 OBJ: 8101 - 0213-1A-6407

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER

FEDERAL/DAVIS BACON

*8/5/11
* 1215.90 of files
cont. already
expended.*

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: Edward W. Gromp DATE: 8/5/2011

ENCUMBRANCE NUMBER: _____

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 7/27/11 REQUESTED BY: Karen Arndt

PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: Belle Glade Library and Civic Center

PROJECT NO.: 03223

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT \$5,520,928.22

DATE

CSA or CHANGE ORDER NUMBER: Amendment 9

CONSULTANT/CONTRACTOR: The Weitz Company

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

Contract award Construction \$6,099,651 - \$707,756 (grant) = \$5,391,895
Staff charges \$83,000
Builder's Risk \$46,033.22

CONSTRUCTION	<u>\$5,391,895</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$83,000</u>
MISC. (permits, prints, advertising)	<u>\$46,033.22</u>
TOTAL	\$5,520,928.22

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

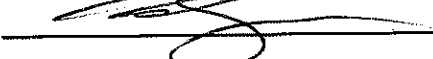
BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3031 DEPT: 301 UNIT: L046
3752 301 L046
FUNDING SOURCE (CHECK ALL THAT APPLY):

6502 - \$1,785,906.00
OBJ: 6502 - \$3,103,493.00
6502 - \$631,529.33
 AD VALOREM OTHER

FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? X YES NO

BAS APPROVED BY: 

DATE: 8/5/2011

ENCUMBRANCE NUMBER: _____

11 - 1048

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 080411 - 1971

BUDGET TRANSFER
FUND 3021 30.5M GO 03, LIBRARY IMPROVEMENTS

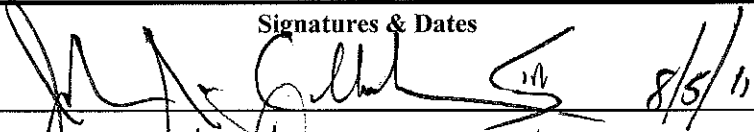
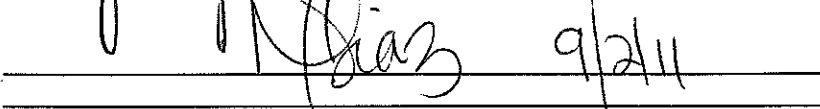
ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/04/11	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>BELLE GLADE RENOVATION</u>							
321-L046 6502 Building Construction - Cip	0	0	1,785,906	0	1,785,906	0	1,785,906
<u>RESERVES</u>							
321-9900 9909 Res-Improvement Program	4,139,273	1,785,906	0	1,785,906	0	0	0
TOTAL APPROPRIATIONS & EXPENDITURES	4,139,273	1,785,906	1,785,906	1,785,906	0	1,785,906	

PALM BEACH COUNTY
LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF SEPTEMBER 13, 2011

Deputy Clerk to the
Board of County Commissioners



11 - 1049

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 080411 - 1972

BUDGET TRANSFER
FUND 3022 22.3M GO 06, LIBRARY DISTRICT IMPROVEMENT

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/04/11	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>BELLE GLADE RENOVATION</u>							
321-L046 6401 Machinery & Equipment	102,830	102,830	200,000	0	302,830	0	302,830
321-L046 6502 Building Construction - Cip	1,485,493	1,477,829	1,759,657	0	3,237,486	133,993	3,103,493
321-L046 6505 Design/Eng/Mgmt-Cip Admin	345,014	362,187	80,000	0	442,187	365,874	76,313
<u>RESERVES</u>							
321-9900 9908 Res-New Projects	1,264,951	2,039,657	0	2,039,657	0	0	0
TOTAL APPROPRIATIONS & EXPENDITURES	3,198,288	3,982,503	2,039,657	2,039,657	0	3,982,503	

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

[Signature] 8/5/11
[Signature] 9/2/11

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF SEPTEMBER 13, 2011

Deputy Clerk to the
Board of County Commissioners

[Signature]
9/2/11

11 - 1050

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 080411 - 1973

BUDGET TRANSFER
FUND 3752 LIBRARY IMPACT FEES

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/04/11	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>BELLE GLADE RENOVATION</u>							
321-L046 6502 Building Construction - Cip	0	0	1,354,437	0	1,354,437 0	0	1,354,437 0
<u>RESERVES</u>							
321-9900 9909 Res-Improvement Program	3,561,664	3,606,921	0	1,354,437	2,252,484	0	2,252,484
TOTAL APPROPRIATIONS & EXPENDITURES	3,561,664	3,606,921	1,354,437	1,354,437	3,606,921		

PALM BEACH COUNTY
LIBRARY SYSTEM

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

8/5/11

9/2/11

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF SEPTEMBER 13, 2011

Deputy Clerk to the
Board of County Commissioners

11 - 1051

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

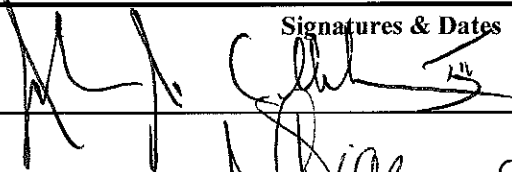

BGEX - 321 - 080411 - 1974

BUDGET TRANSFER
FUND 3751 LIBRARY EXPANSION PROGRAM

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/04/11	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>MAIN LIBRARY EXPANSION</u>							
321-L046 6401 Machinery & Equipment	0	0	345,000	0	345,000 0	0	345,000 0
<u>RESERVES</u>							
321-9900 9908 Res-New Projects	4,336,434	5,993,409	0	345,000	5,648,409	0	5,648,409
TOTAL APPROPRIATIONS & EXPENDITURES	4,336,434	5,993,409	345,000	345,000 0	5,993,409		

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates
 8/5/11
 9/2/11

8/25/11

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF SEPTEMBER 13, 2011

Deputy Clerk to the
Board of County Commissioners

**AMENDMENT 9 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
BELLE GLADE LIBRARY AND CIVIC CENTER
PROJECT NO. 03223**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 7/11/07 (R2007-1105) is in full force and effect and that this merely supplements said Contract;

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

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

WHEREAS, the Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

WHEREAS, the Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

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

(1) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of \$6,099,651 for the construction costs of the Belle Glade Library and Civic Center. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 413 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$375/day for failure to complete within the contract time or approved extension thereof.

- (3) ATTACHMENTS: Exhibit A - GMP Proposal
Contract Performance Bond
Contract Payment Bond
Form of Guarantee
Insurance Certificate

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

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

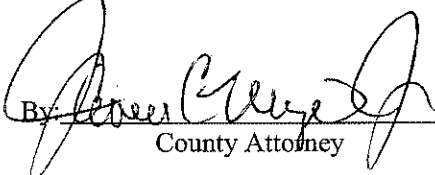
PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

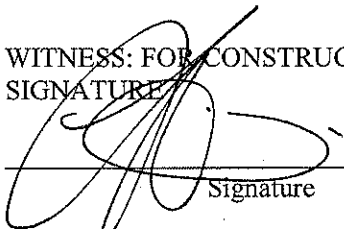
APPROVED AS TO TERMS
AND CONDITIONS

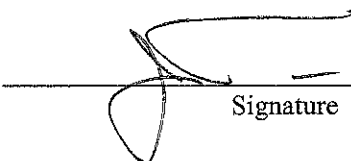
By: 
County Attorney

By: 
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:


Signature


Signature

Luis Valencia
Name (type or print)

Jon Tori
Name (type or print)

Sr. Vice President
Title



**BUILD IN
GOOD COMPANY.**

GMP Estimate Summary

Project Name: Belle Glade Library
 Job Number: F308200
 Estimate Date: 7/22/2011 REV02

Gross Area (GSF): 17,000
 Estimate Status: GMP
 Addenda: 3

Line No.	Bid Ticket	Trade Description	GMP Estimate	Costs per Sqft
1	01A	Construction Management	\$ 633,855	\$ 37.29
2	01B	Testing/QC	By Owner	-
3	01C	General Conditions	\$ 224,585	\$ 13.21
4	03A	Concrete	\$ 333,565	\$ 19.62
5	04A	Masonry	\$ 143,440	\$ 8.44
6	05A	Structural Steel	\$ 231,931	\$ 13.64
7	05B	Metal Trusses & Framing	\$ 159,677	\$ 9.39
8	05C	Misc Metals	\$ 97,636	\$ 5.74
9	06A	Rough Carpentry	\$ 72,400	\$ 4.26
10	06E	Millwork	\$ 84,753	\$ 4.99
11	07D	Metal & Membrane Roofing	\$ 238,434	\$ 14.03
12	08A	Doors, Frames & Hardware	\$ 65,668	\$ 3.86
13	08H	Storefronts & Glazing	\$ 153,971	\$ 9.06
14	09A	Stucco	\$ 133,250	\$ 7.84
15	09C	Drywall	\$ 174,301	\$ 10.25
16	09D	Ceramic Tile	\$ 43,467	\$ 2.56
17	09E	Acoustical Treatment	\$ 60,373	\$ 3.65
18	09G	Carpet & VCT Flooring	\$ 124,997	\$ 7.35
19	09K	Painting	\$ 38,524	\$ 2.27
20	10A	General Specialties	\$ 25,970	\$ 1.53
21	10D	Signage	\$ 48,886	\$ 2.88
22	10I	Operable Partitions	\$ 28,790	\$ 1.69
23	10L	Toilet Accessories & Partitions	\$ 10,764	\$ 0.63
24	21A	Fire Protection	\$ 60,291	\$ 3.55
25	22A	Plumbing	\$ 85,362	\$ 5.02
26	23A	HVAC	\$ 629,036	\$ 37.00
27	26A	Electrical	\$ 639,588	\$ 37.62
28	31A	Earthwork	\$ 485,020	\$ 28.53
29	32A	Paving, Curbing & Signage	\$ 184,507	\$ 10.85
30	32D	Landscape & Irrigation	\$ 150,685	\$ 8.86
31	32E	Fencing	\$ 20,550	\$ 1.21
32	33A	Site Utilities	\$ 125,242	\$ 7.37
SUBTOTAL			\$ 5,509,515	\$ 324.09
Permits			By Owner	
General Liability Insurance 1.000%			\$ 60,997	
Builders Risk Insurance			By Owner	
Builders Risk Insurance Deductible			By Owner	
Performance Bond 1.000%			\$ 60,997	
Tax Savings 0.75%			\$ (45,747)	
Contractor Contingency 4.00%			\$ 223,430	
Construction Fee 5.000%			\$ 290,460	
TOTAL PROJECT			\$ 6,099,651	
Cost Per GSF			\$ 358.80	

SBE%= 41.10%
 WBE%= 28.56%
 MBE%= 1.54%
 BGR%= 18.71%

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME : Belle Glade Library & Civic Center PROJECT NO. OR BID NO. : 03223
 NAME OF PRIME BIDDER: The Weitz Company, LLC ADDRESS: 723 NW 4th Street
 CONTACT PERSON: Luis Valencia PHONE NO: 561-687-4841 FAX NO: 561-681-3340
 BID OPENING DATE: _____ USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH THE BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u>	<u>SBE</u>	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
Trinity Management of the TC, LLC 2945 W. Midway Road, Ft Pierce, FL 34981 772-464-8160	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$466,455.00		
KMI International 2501 Park Street, Lake Worth, FL 33460 561-588-5514	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		\$79,500.00			
Palm Beach Glass 1717 Edgar Street, WPB, FL 33401 561-655-3344	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			\$138,006.00		
L & W Roof Systems, Inc. 4430 SE Commerce Ave, Stuart, FL 34997 772-220-5852	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$218,910.00		
Atlantic Interior Services, Inc. 208 N. US HW 1 STE #2, Tequesta, FL 33468 561-575-4499	<input type="checkbox"/>	<input checked="" type="checkbox"/>					\$389,104.00
Jack Walsh Carpet & Rugs, Inc. 501 Ardmore Rd, WPB, FL 33401 561-659-4846	<input type="checkbox"/>	<input checked="" type="checkbox"/>					\$64,241.00
A-1 Paint Inc. of Palm Beach 1018 5 th Ave N., Lake Worth, FL 33460 561-586-4749	<input type="checkbox"/>	<input checked="" type="checkbox"/>					\$34,475.00

CONTRACT PERFORMANCE BOND

Federal Bond no. 8228-44-58;F&D Bond no. 09030494

BY THIS BOND, we, The Weitz Company, LLC, as Principal and (1) Federal Insurance Company;(2) Fidelity and Deposit Company of Maryland, a Corporation, as Surety, whose address is (1) 15 Mountain View Road, Warren, NJ 07059; (2) 1400 American Lane, Tower 1, 19th floor, Schaumburg, IL 60196, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$6,099,651.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, 2011 between Principal and COUNTY, Project No. 03223 Belle Glade Library and Civic Center, the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract and;
2. Pays COUNTY all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract and;
3. Performs the guarantee of all-work and materials furnished under the Contract for the time specified in the Contract;

then this bond is void; otherwise it remains in full force. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions; or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall automatically result in a corresponding increase in the penal amount of the bond without notice to or consent from the Surety, provided, however the aggregate amount of the increase shall not exceed 20% of the original bond penalty without Surety consent.

Surety expressly acknowledges its obligations and liabilities for liquidated damages suffered by COUNTY under the provisions of the Contract Documents.

See subsection (2) of Section 255.05, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on September 8, 2011

PRINCIPAL: The Weitz Company, LLC

By: [Signature]
Signature

VICE PRESIDENT
Title

[Signature]
Attest as to the signature of Principal

Business Unit Administrator
Title

(SEAL)
Address: 1720 Centre Park Drive, East
West Palm Beach, FL 33401

SURETY: Federal Insurance Company

By: [Signature]
Signature

Lisa M. Lucas, Attorney-in-fact
Title

[Signature]
Attest as the signature of Surety

Admin Assistant
Title

(SEAL)
Address: 15 Mountain View Road,
Warren, NJ 07059

SURETY: Fidelity and Deposit Company of Maryland

By: [Signature]
Signature

Lisa M. Lucas, Attorney-in-fact
Title

[Signature]
Attest as the signature of Surety

Admin Assistant
Title

(SEAL)
Address: 1400 American Lane, Tower 1, 19th floor
Schaumburg, IL 60196

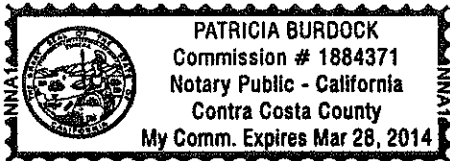
NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Contra Costa }
 On Sept. 8, 2011 before me, Patricia Burdock, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Lisa M. Lucas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Patricia Burdock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

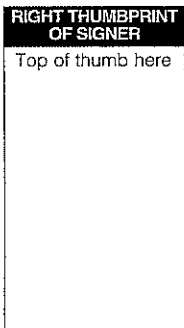
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

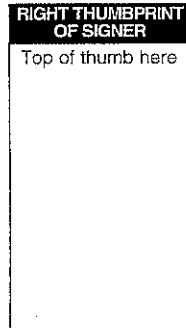
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CONTRACT PAYMENT BOND

Federal Bond no. 8228-44-58;F&D Bond no.09030494

BY THIS BOND, WE, The Weitz Company , as Principal and (1)Federal Insurance Company;(2) Fidelity and Deposit Company of Maryland, a Corporation, as Surety, whose address is (1) 15 Mountain View Road, Warren, NJ 07059;(2) 1400 American Lane, Tower 1, 19th floor, Schaumburg, IL 60196, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$6,099,651.00, for payment 'of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials and suppliers, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract dated _____, 2011, between Principal and COUNTY for construction of Belle Glade Library and Civic Center, Project No.03223 , the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;
2. Pays COUNTY all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

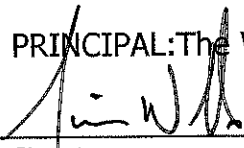
then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes, does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the COUNTY shall automatically result in a corresponding increase in the penal amount of the bond without notice to or consent from the Surety, provided, however the aggregate amount of the increase shall not exceed 20% of the original bond penalty without Surety consent.

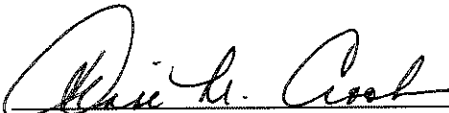
See Section 713.23, Florida Statutes as amended for the notice and time limitations for claimants.

Dated on September 8, 2011

PRINCIPAL: The Weitz Company, LLC

By: 
Signature

VICE PRESIDENT
Title


Attest as to the signature of Principal

Business Unit Administrator
Title

(SEAL)

Address: 1700 Centrepark Drive, East
West Palm Beach, FL 33401

Laurence Summery
Attest as the signature of Surety
Admin Assistant
Title

SURETY: Federal Insurance Company

By: Lisa M. Lucas
Signature

Lisa M. Lucas, Attorney-in-fact
Title

(SEAL)

Address: 15 Mountain View Road
Warren, NJ 07059

SURETY: Fidelity and Deposit Company of Maryland

By: Lisa M. Lucas
Signature

Lisa M. Lucas, Attorney-in-fact
Title

(SEAL)

Address: 1400 American Lane, Tower 1, 19th floor
Schaumburg, IL 60196

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners must execute bond.

IMPORTANT: Surety companies executing bonds **must** appear and remain on the U.S. Treasury Department's most current list (Federal Register), during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On Sept. 9, 2011 before me, Patricia Burdock, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Lucas
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Patricia Burdock
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) The Weitz Company, LLC. and Federal Insurance Company; Fidelity and Deposit Company of Maryland

We the undersigned hereby guarantee that the Belle Glade Library and Civic Center Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

The Weitz Company, LLC
(Contractor) _____ (Seal)
By: [Signature]
(Signature)

Federal Insurance Company
(Surety) _____ (Seal)
By: [Signature]
(Signature)
Lisa M. Lucas, Attorney-in-fact

Fidelity and Deposit Company of Maryland
By: [Signature]
Lisa M. Lucas, Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

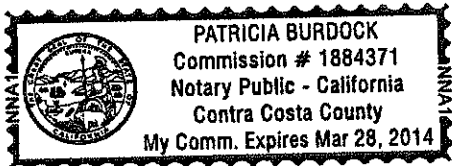
State of California

County of Contra Costa

On Sept. 8, 2011 before me, Patricia Burdock, Notary Public

personally appeared Lisa M. Lucas

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Patricia Burdock

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint A.W. Brown, Lisa M. Lucas, William Phillips, Jr., Veronica Ramirez and D. Richard Stinson of San Ramon, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **5th** day of **October, 2009**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **5th** day of **October, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014

Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **September 8, 2011**.



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR. and A.W. BROWN, all of San Ramon, California, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings** in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A.W. BROWN, Veronica RAMIREZ, dated October 5, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr.

By:

Gregory E. Murray Assistant Secretary *Frank E. Martin Jr. Vice President*

State of Maryland }
City of Baltimore } ss:

On this 1st day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2015

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

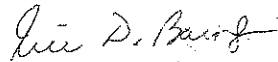
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 8th day of September, 2011



Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2011

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

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

PRODUCER Construction Surety & Insurance Services P.O. Box 65428 West Des Moines, IA 50265 Maria Matamoros	1-515-698-4262 RECEIVED CAPITAL IMPROVEMENTS DIV. MAY 19 2011	CONTACT NAME: PHONE (A/C No. Ex): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	FAX (A/C No.):
INSURED The Weitz Company, LLC 5901 Thornton Avenue Des Moines, IA 50321	INSURER(S) AFFORDING COVERAGE		
	INSURER A: AMERICAN CONTRACTORS INS CO RRG	NAIC # 12300	
	INSURER B: ZURICH AMER INS CO	16535	
	INSURER C: UNITED STATES FIRE INS CO	21113	
	INSURER D: AMERICAN GUAR & LIAB INS	26247	
	INSURER E: ACIG INS CO	19954	
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21153680 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL10P00030	06/01/10	06/01/13	EACH OCCURRENCE \$ 5,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GL10PX0030 Excess FF	06/01/10	06/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
B	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL05461136-00 Excess	06/01/10	06/01/13	MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 5,000,000
						GENERAL AGGREGATE \$ 7,000,000
						PRODUCTS - COMP/OP AGG \$ 7,000,000
						\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC			
C	AUTOMOBILE LIABILITY		138-730244-4	06/01/11	06/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		UMB5461137-00	06/01/10	06/01/13	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC11000062	06/01/11	06/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
E	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	WC11000063	06/01/11	06/01/12	E.L. EACH ACCIDENT \$ 1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC11000080	06/01/11	06/01/12	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			WC11000108	06/01/11	06/01/12	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PA10) Weitz Florida: CM at risk services for various projects.
Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees, and Palm Beach County Board of County Commissioners are included as additional insureds as respects GL and auto coverage. Coverage is primary and non-contributing. Waiver of subrogation applies for workers compensation coverage.

CERTIFICATE HOLDER Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marie Matamoros</i>
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