

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

Meeting Date: November 21, 2006

☒ Consent  
☐ Workshop

☐ Regular  
☐ Public Hearing

Department: Facilities Development and Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Amendment No. 1 to the contract with The Weitz Company (R2006-0345) for Construction Management Services for Phase I work at the Judicial Center Parking Garage in the amount of \$8,708,282.

**Summary:** This Amendment will provide for the construction of additional footings and shear walls to accommodate the addition of two parking levels (Phase II). The approximate total cost for the construction of Phase I & II is \$12.2 M. The SBE goal for this project is 15%. The Weitz Company will be providing 0% SBE participation in Phase I. Phase I work will be self performed by The Weitz Company who are not SBE certified. The Weitz Company anticipates achieving the overall project goal of 15% when awarding the Phase II work. The duration for Phase I work is 168 days to completion. The overall project is scheduled for completion in late 2007. **(Capital Improvements Division) District No. 7 (JM)**

**Background and Justification:** The existing four level Judicial Parking Garage was initially designed as a six level parking garage. Due to the demand for parking in the downtown area, two additional levels of parking on top of the existing structure is being added at this time. Phase I work includes additional footings and shear walls to meet the current wind load requirements of the Florida Building Code. The physical footprint of the construction area in Phase 1 work will have an impact on no more than 100 spaces at any one time, however another 100-200 spaces will be displaced during this Phase in order to reasonably protect vehicles from dust, cement over spray and visual distractions.

**Attachments:**

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

Recommended by:                     

Ammy Wolf  
Department Director

11/1/06  
Date

Approved by:                     

Robert Weissman  
County Administrator

11/8/06  
Date

### A. Five Year Summary of Fiscal Impact:

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

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

Sale of Bonds will be approved in conjunction with this Board Item.

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

OFMB Fiscal and/or Contract Development and Control Comments:

IN EARLY DECEMBER 2006

John A. Long 11/3/06

OFMB

DM

11-2-06


B. Legal Sufficiency:

*Don J. Jacob* 11/17/06  
Contract Administrator  
*E. Jacob* 11/17/06

**B. Legal Sufficiency:**

**This amendment complies with our review requirements.**

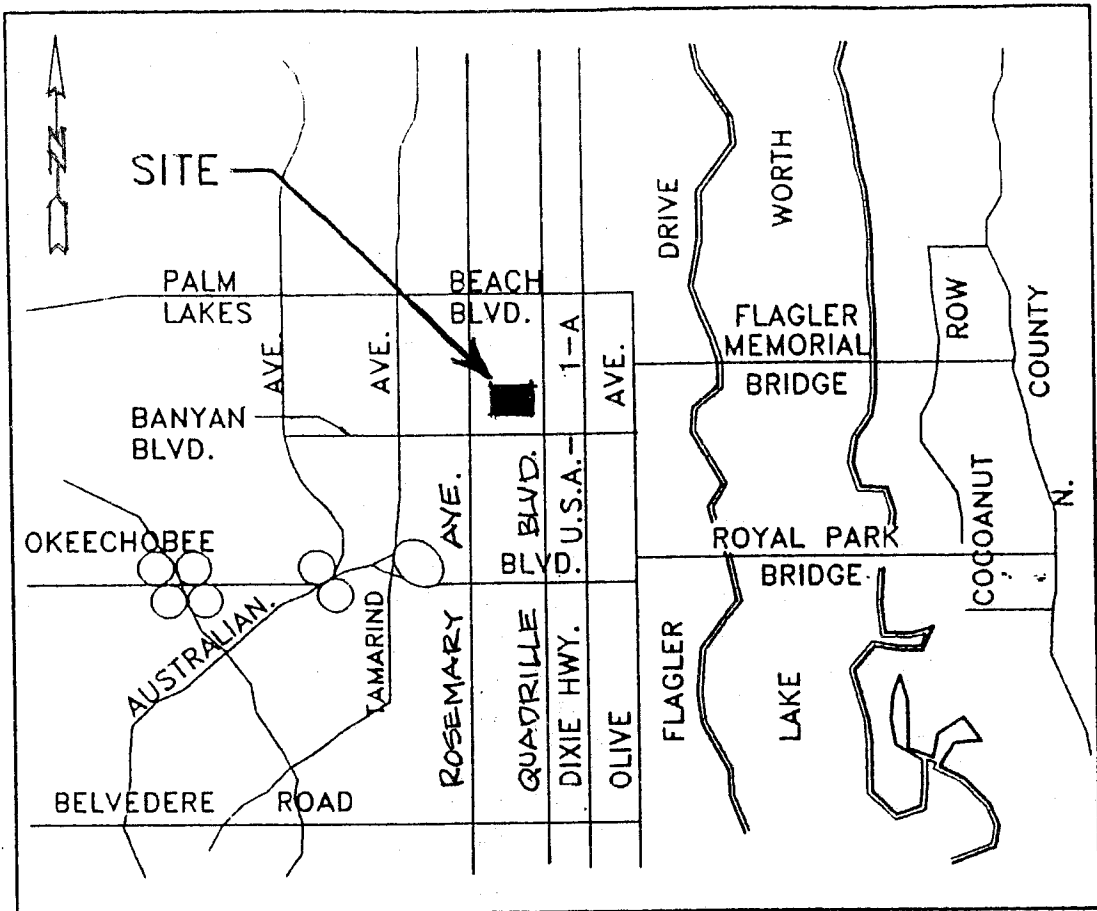
B. Legal Sufficiency:

  
Assistant County Attorney

C. Other Department Review:

Department Director

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



# LOCATION MAP

ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 10/23/06

REQUESTED BY: Mike McPherson

PHONE: 233-0278

FAX: 233-0270

PROJECT TITLE: Judicial Center Parking Garage Expansion

PROJECT NO.: 05220

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT: \$8,708,282.00

DATE:

CSA or CHANGE ORDER NUMBER: Amendment No. 1

CONSULTANT/CONTRACTOR: The Weitz Company

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

For Construction Management Services to Construction Phase I work at the Judicial Parking Garage in the Judicial Parking Garage.

CONSTRUCTION	\$8,708,282.00
PROFESSIONAL SERVICES	
STAFF COSTS** (DESIGN / CONST. PHASE)	\$ 400,000.00
MISC. (permits, prints, advertising, etc)	
<b>TOTAL</b>	<b>\$9,108,282.00</b>

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

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 3040 DEPT.: 411 UNIT: B361 OBJ: 6502

BAS APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ENCUMBRANCE NUMBER: 011006-415

Pending Bond sales, 11/21/06

**ATTACHMENT #2**

**AMENDMENT #1 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
PROJECT NAME: JUDICIAL CENTER PARKING GARAGE  
PROJECT NO. 05220**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated February 28, 2006 (R-2006-0345) is in full force and effect and that this Change Order 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 issues 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 \$8,708,282.00 for the construction costs of PBC Judicial Center Parking Garage Expansion – Phase #1 (Strengthening). Refer to Exhibit A. The GMP is based on the following: drawings and specifications dated August 4<sup>th</sup>, 2006 (PGAL – Boca Raton, FL).

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 168 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$500.00/DAY for failure to complete within the contract time or approved extension thereof.

**ATTACHMENT #3**

- (3) ATTACHMENTS: Exhibit A - GMP Proposal  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)

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

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Anthony Wolf  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

[Signature]  
Signature

GARY L. HEUNING  
Name (type or print)

CONSTRUCTION MANAGER:

[Signature]  
Signature

Dennis Gallagher  
Name (type or print)

President  
Title

(Corporate Seal)

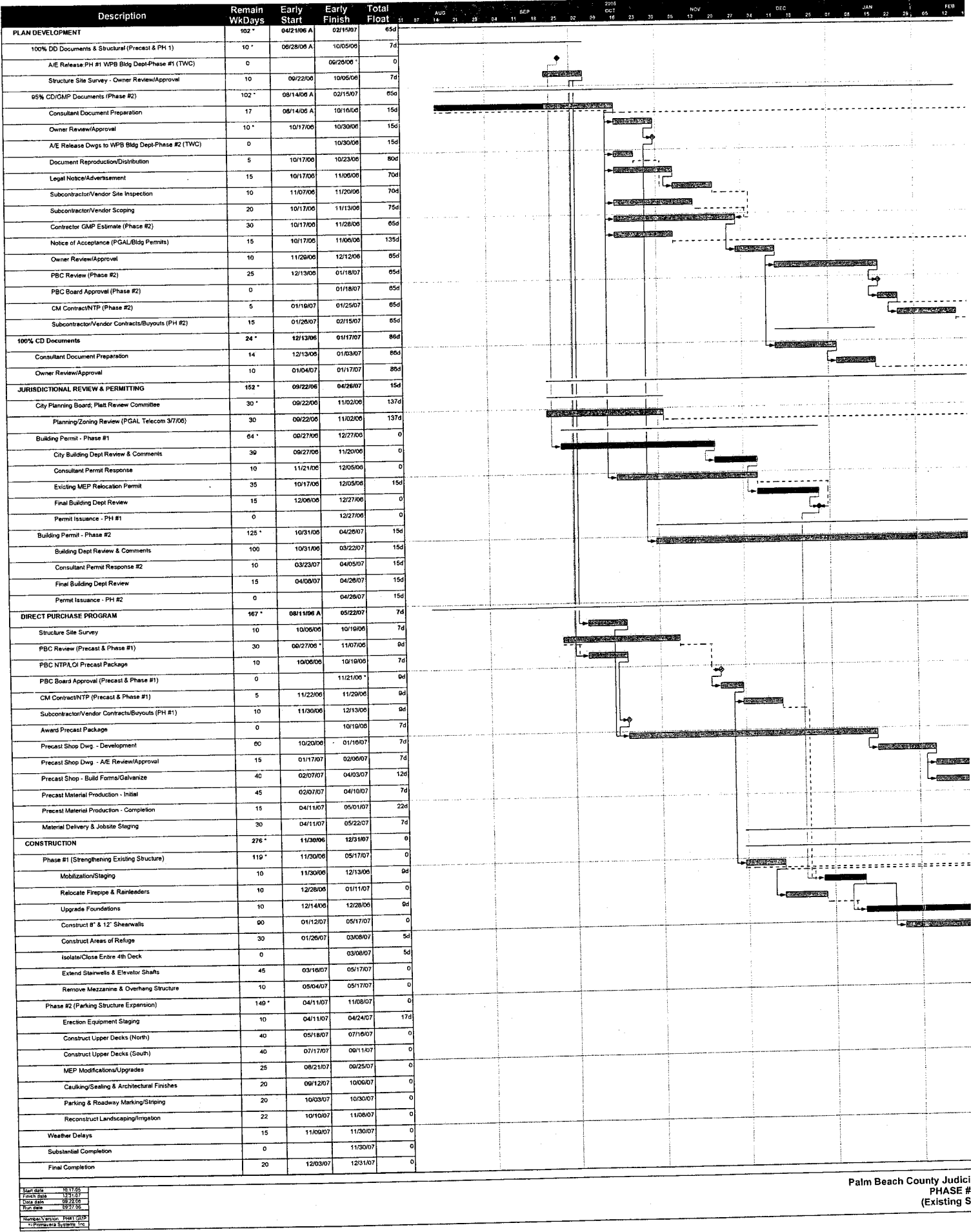
J:\EST-JOBS\PB CO JUDICIAL GARAGE\C.03 CONTRACT DOCUMENTS\C.03.01 OWNER  
CONTRACT\GMP AMENDMENT 1.DOC


**BUILD IN  
GOOD COMPANY.**
**Estimate Summary**

Judicial Center Parking Garage  
Phase #1 GMP Proposal  
September 27, 2006

GSF 191,188

Line No.	Bid Ticket	Trade Description	Estimate (Phase #1)	Comments
1	01A	General Conditions	\$ 346,888	
2	01C	Construction Manager Fee	\$ 41,313	
3	02A	Demolition	\$ 98,285	
4	03A	Concrete Formwork & Labor	\$ 1,842,395	
5	03B	Reinforcing	\$ 62,313	
6	03D	Concrete Material	\$ 128,233	
7	03E	Concrete Place & Finish	\$ -	Phase #2
8	03J	Precast Concrete Specialties	\$ 5,290,417	Initiate Vendor Mfg Commitment
9	04A	Masonry	\$ -	Phase #2
10	05A	Structural Steel	\$ -	Phase #2
11	05C	Misc. Metals	\$ -	Phase #2
12	06A	Rough Carpentry Materials	\$ -	Phase #2
13	07E	Membrane Roofing	\$ -	Phase #2
14	07F	Metal Roofing	\$ -	Phase #2
15	07I	Caulking & Waterproofing	\$ -	Phase #2
16	08A	Hollow Metal Doors & Frames	\$ -	Phase #2
17	09A	Stucco & Plaster	\$ -	Phase #2
18	09K	Painting	\$ -	Phase #2
19	10D	Signage	\$ -	Phase #2
20	11E	Parking Equipment	\$ -	Not In Contract
21	14A	Elevators / Escalators	\$ -	Phase #2
22	21A	Fire Protection	\$ 6,851	
23	22A	Plumbing	\$ 66,178	
24	26A	Electrical	\$ 1,015	
25	31A	Earthwork	\$ 1,566	
26	31E	Soil Poisoning	\$ 188	
27	33A	Site Utilities	\$ 3,118	
<b>SUBTOTAL</b>			<b>\$ 7,888,760</b>	
Permits			\$ -	Not In Contract
General Liability Insurance 1.20%			\$ 104,499	
Builders Risk Insurance 0.68%			\$ 58,781	
Performance Bond 1.00%			\$ 87,083	
Tax Savings (Allowance) 1.00%			\$ (87,083)	
Escalation 0.00%			\$ -	
Contractor Contingency 3.00%			\$ 241,561	
Construction Fee 5.00%			\$ 414,680	
<b>TOTAL</b>			<b>\$ 8,708,282</b>	
<b>Scope &amp; Value Tracking</b>			<b>\$ -</b>	
<b>TOTAL PROJECT</b>			<b>\$ 8,708,282</b>	
<b>Cost Per GSF</b>			<b>\$ 45.55</b>	





**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 8203-88-92 - Federal Insurance Company  
08785324 - Fidelity and Deposit Company of Maryland

BOND AMOUNT: \$8,708,282.00

CONTRACT AMOUNT: \$8,708,282.00

CONTRACTOR'S NAME: THE WEITZ COMPANY, LLC

RECEIVED

CONTRACTOR'S ADDRESS: 1720 Centrepark Drive East  
West Palm Beach, Florida 33401

OCT 26 2006

CONTRACTOR'S PHONE: (561) 686-5511

THE WEITZ COMPANY

SURETY COMPANY: Federal Insurance Company and Fidelity and Deposit Company of  
Maryland

SURETY'S ADDRESS:	Federal Insurance Company	Fidelity and Deposit Company of
	15 Mountain View Road	300 St. Paul Plaza, Maryland
	Warren, NJ 07059	Baltimore, MD 12 floor
		21202

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 3200 Belvedere Road, Bldg. #1169  
West Palm Beach, Florida 33406

OWNER'S PHONE: (561) 233-0281

DESCRIPTION OF WORK: Phase #1 - upgrade structural foundations; relocate fire pipe  
& rain leaders; construct four levels of structural 8" & 12"  
shearwalls

PROJECT LOCATION: 505 Banyan Blvd.; West Palm Beach, Florida

LEGAL DESCRIPTION: Parcel ID #74434321060300050

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly

bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

as Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of

Eight Million Seven Hundred Eight Thousand Two Hundred Eighty Two Dollars & Zero Cents  
(\$8,708,282.00).

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

WHEREAS,

Principal has by written agreement dated February 28, 2006, entered into a contract with the County for

Project Name: Phase #1 - Judicial Center Parking Garage Expansion  
Project No.: R2006 -0345; 05220  
Project Description: Upgrade structural foundations; relocate fire pipe & rain  
leaders; construct four levels of structural 8" & 12" shear  
walls  
Project Location: 505 Banyan Blvd.; West Palm Beach, Florida

in accordance with Drawings and Specifications prepared by

PGAL  
791 Park of Commerce Boulevard, Suite #400  
Boca Raton, Florida 33487  
Phone: (561) 988-4002  
Fax: (561) 988-3002

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated February 28, 2006 between Principal and County for construction of Phase #1 - Judicial Center Parking Garage Expansion the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.01(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages, expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

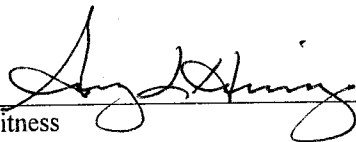
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

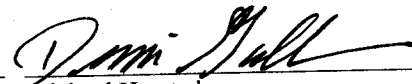
The amount of this bond shall be reduced by and to the extent of any payment or payments made by surety in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.


Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.03, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

  
Witness

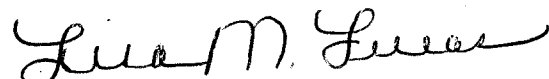
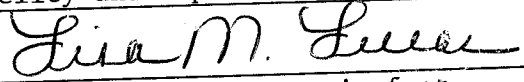
  
Michael Harstad

  
Vice President

  
Witness

Federal Insurance Company  
Surety (Seal)

  
Witness

  
Title Lisa M. Lucas, Attorney-in-fact  
Fidelity and Deposit Company of Maryland  
  
Lisa M. Lucas, Attorney-in-fact

ALL-PURPOSE ACKNOWLEDGMENT

State of California  
County of Alameda } SS.

On October 25, 2006, before me, Veronica Ramirez, Notary Public,  
DATE  
personally appeared Lisa M. Lucas, personally known to me (or

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.

WITNESS my hand and official seal.



Veronica Ramirez  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER \_\_\_\_\_ TITLE(S)  
☐ PARTNER(S)  
☒ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Construction Bond  
TITLE OR TYPE OF DOCUMENT

Three (3)  
NUMBER OF PAGES

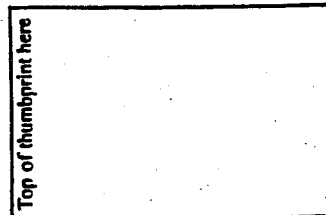
October 25, 2006  
DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

Federal Insurance Company

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



ALL-PURPOSE ACKNOWLEDGMENT

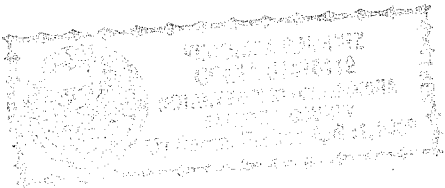
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WITNESS my hand and official seal.



Veronica Ramirez  
NOTARY'S SIGNATURE

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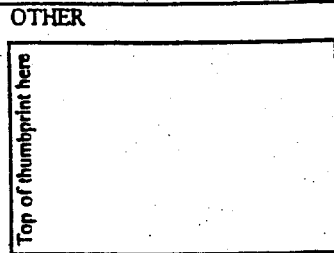
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Construction Bond  
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Three (3)  
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SIGNER (PRINCIPAL) IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)  
Fidelity and Deposit Company of  
Maryland

RIGHT  
THUMBPRINT  
OF  
SIGNER



**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name):

The Weitz Company, LLC; 1720 Centrepark Drive East; West Palm Beach, Florida 33401

---

We the undersigned hereby guarantee that the **Phase #1 - Judicial Center Parking Garage Expansion**; Project No. **05220**, 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) calendar 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 \_\_\_\_\_

(notice of completion filing date)

**SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY**

\_\_\_\_\_  
The Weitz Company, LLC

By: \_\_\_\_\_

Michael Hartyad, Vice President

*Dennis Gallagher*

Fidelity and Deposit Company of Maryland Federal Insurance Company  
(Surety) (Seal)

By: \_\_\_\_\_

*Lisa M. Lucas*  
Lisa M. Lucas, Attorney-in-fact

By: \_\_\_\_\_

*Lisa M. Lucas*  
Lisa M. Lucas (Signature) Attorney-in-fact

9/15/03

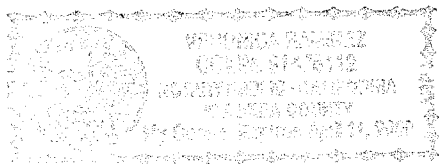
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the instrument the person(s), or the entity upon behalf  
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WITNESS my hand and official seal.

Veronica Ramirez  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

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☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Guarantee Bond  
TITLE OR TYPE OF DOCUMENT

One (1)  
NUMBER OF PAGES

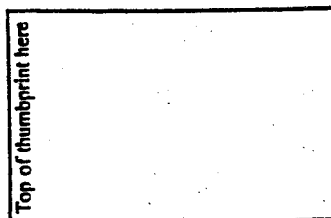
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Federal Insurance Company

RIGHT  
THUMBPRINT  
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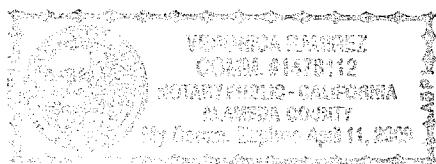
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the instrument the person(s), or the entity upon behalf  
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WITNESS my hand and official seal.

Veronica Ramirez

NOTARY'S SIGNATURE

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☐ OTHER: \_\_\_\_\_

TITLE(S)

DESCRIPTION OF ATTACHED DOCUMENT

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TITLE OR TYPE OF DOCUMENT

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NUMBER OF PAGES

October 25, 2006

DATE OF DOCUMENT

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NAME OF PERSON(S) OR ENTITY(IES)

Fidelity and Deposit Company of Maryland

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER

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Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

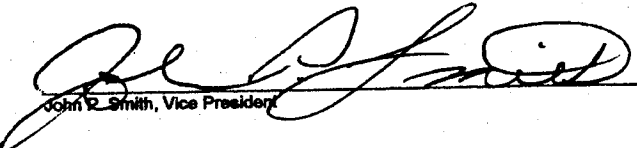
Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

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, Andrew Kammerer, Lisa M. Lucas, William Phillips, Jr., Veronica Ramirez and D. Richard Stinson of Pleasanton, 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 25<sup>th</sup> day of August, 2006

  
Kenneth C. Wendel, Assistant Secretary

  
John P. Smith, Vice President

STATE OF NEW JERSEY

County of Somerset

ss.

On this 25<sup>th</sup> day of August, 2006

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 John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KAREN A. EDER  
Notary Public, State of New Jersey  
No. 2231647  
Commission Expires Oct. 28, 2009



Notary Public

#### CERTIFICATION

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

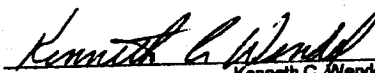
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. 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 October 25, 2006



  
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, Andrew KAMMERER, Lisa M. LUCAS, Veronica RAMIREZ and William PHILLIPS JR., all of Pleasanton, 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, Andrew KAMMERER, Lisa M. LUCAS, Veronica RAMIREZ, dated September 1, 2005.

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 21st day of August, A.D. 2006.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

By:

*Frank E. Martin Jr.*

*Gregory E. Murray Assistant Secretary*

*Frank E. Martin Jr.*

*Vice President*

State of Maryland } ss:  
City of Baltimore }

On this 21st day of August, A.D. 2006, 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.



*Constance A. Dunn*

*Constance A. Dunn*

*Notary Public*

My Commission Expires: July 14, 2007



<b>ACORD</b> <small>FORM</small> <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 10/23/06
PRODUCER Holmes Murphy & Assoc - WDM P.O. Box 9207 Des Moines, IA 50306-9207		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 The Weitz Company, LLC 400 Locust Street, Suite 300 Des Moines, IA 50309		
		INSURERS AFFORDING COVERAGE
		INSURER A: Fireman's Fund
		INSURER B: Zurich American Insurance Co.
		INSURER C:
		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	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				FIRE DAMAGE (Any one fire)	\$	
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person)	\$	
					PERSONAL & ADV INJURY	\$	
					GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG	\$	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY	BAP937413103	06/01/06	06/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
	EXCESS LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
						\$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	<input type="checkbox"/> RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS	OTH-ER	
					E.L. EACH ACCIDENT	\$	
					E.L. DISEASE - EA EMPLOYEE	\$	
					E.L. DISEASE - POLICY LIMIT	\$	
A	OTHER Contractors Equipment Includes Leased Equipment	MX197907673	06/01/06	06/01/07	Loss Limit	\$ 1,500,000	
					All Risk	\$	
					Deductible	\$ 10,000	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS							
Weitz Florida: Palm Beach County Judicial Center Parking Garage - Phase 1: Two-story expansion/addition to existing four-story parking garage located at the NW corner Banyan Blvd. & N Quadrille Blvd., West Palm Beach, FL 33404. Palm Beach County and the Board of County Commissioners are named as additional insureds for Auto coverage.							

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Palm Beach County Capital Improvements Division 3200 Belvedere Road, Bldg. 1169 West Palm Beach, FL 33406	USA	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 <i>Samuel A. Kennedy</i>

## **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.