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

| <b>Meeting Date:</b> | November 21, 2006                   | [X] Consent [ ] Workshop | [ ] Regular<br>[ ] Public Hearing |
|----------------------|-------------------------------------|--------------------------|-----------------------------------|
| Department: Fac      | cilities 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:

- 2. Budget Availability Statement
- 3. Amendment No. 1

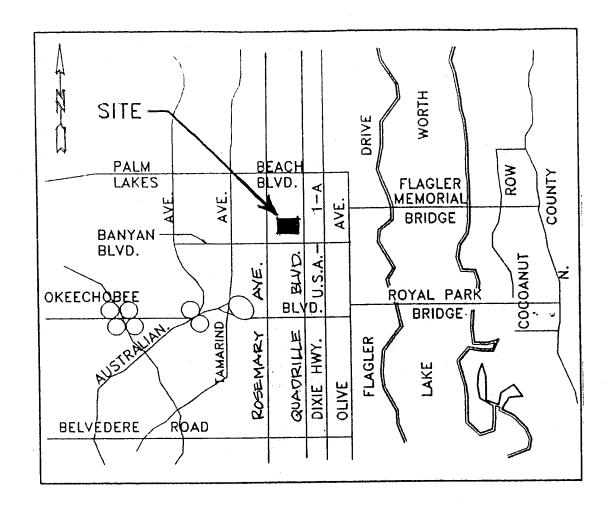
| Recommended by   | Amoun WOLF           | 11/1/04 |
|------------------|----------------------|---------|
| Recommended by 1 | Department Director  | Date    |
| V                |                      | ·<br>   |
| Approved by:     | Robert Weisman       | 1/8/06  |
|                  | County Administrator | // Date |

#### II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact: 2011 Fiscal Years 2008 2009 2010 **Capital Expenditures** 9,108,282 0 **Operating Costs** 0 **External Revenues** 0 **Program Income (County) In-Kind Match (County) NET FISCAL IMPACT** 9,108,282 # ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes\_ Budget Account No: Fund 3040 Dept 411 Unit B361 Object 6502 Reporting Category B. Recommended Sources of Funds/Summary of Fiscal Impact: Sale of Bonds will be approved in conjunction with this Board Item. III. REVIEW COMMENTS: A. OFMB Fiscal and/or Contract Development and Control Comments: The pound with Approve the Band functions of 11/21/01. The punds will IN EARLY DECEMBER 2006. This amendment complies with Legal Sufficiency: our review requirements. Assistant County Attorney C. Other Department Review:

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

Department Director



LOCATION MAP

# FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

| <b>REQUEST DATE:</b> 10/23/06 <b>REQUESTED BY:</b> Mike McPh   | erson <b>PHONE:</b> 233-0278 <b>FAX:</b> 233-0270                                   |  |  |
|--|---|--|--|
| PROJECT TITLE: Judicial Center Parking Garage Expansion  | <b>PROJECT NO.:</b> 05220   |  |  |
| ORIGINAL CONTRACT AMOUNT:  | BCC RESOLUTION#:  |  |  |
|  | DATE:   |  |  |
| REQUESTED AMOUNT: \$8,708,282.00   |   |  |  |
| 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 Garage in the Judicial Parking Garage.  | e I Work at the Judicial Farking  |  |  |
| CONSTRUCTION \$8,708,282 PROFESSIONAL SERVICES   | 2.00  |  |  |
| STAFF COSTS** (DESIGN / CONST. PHASE) \$ 400,000.00  |   |  |  |
| MISC. (permits, prints, advertising, etc) TOTAL \$9,108,28   | 2.00  |  |  |
| ** By signing this BAS your department agrees to these staff costs and yo of this BAS by FD&O. Unless there is a change in the scope of work, no | ur account will be charged upon receipt<br>additional staff charges will be billed. |  |  |
| BUDGET ACCOUNT NUMBER (IF KNOWN)   |   |  |  |
| FUND: 3040 DEPT.: 411 UNIT: B361 OBJ: 6502   |   |  |  |
| BAS APPROVED BY: DA  | ATE: 10.2706  |  |  |

Pending Bond sales, 11/21/06

ENCUMBRANCE NUMBER: 011006-415

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 <u>February 28, 2006 (R-2006-0345)</u> 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:<br>SHARON R. BOCK, CLERK &<br>COMPTROLLER | PALM BEACH COUNTY BOARD, FLORIDA Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS |
|---|--|
| By: By:   |  |
| Deputy Clerk                                      | Addie L.Greene, Chairperson  |
| APPROVED AS TO FORM<br>AND LEGAL SUFFICIENCY      | APPROVED AS TO TERMS<br>AND CONDITIONS   |
| By: County Attorney                               | By ye Ad My WOLF<br>Director - FD&O  |
| WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE       | CONSTRUCTION MANAGER:  Signature   |
| Name (type or print)                              | Name (type or print)   |
|   | Title  |

(Corporate Seal)

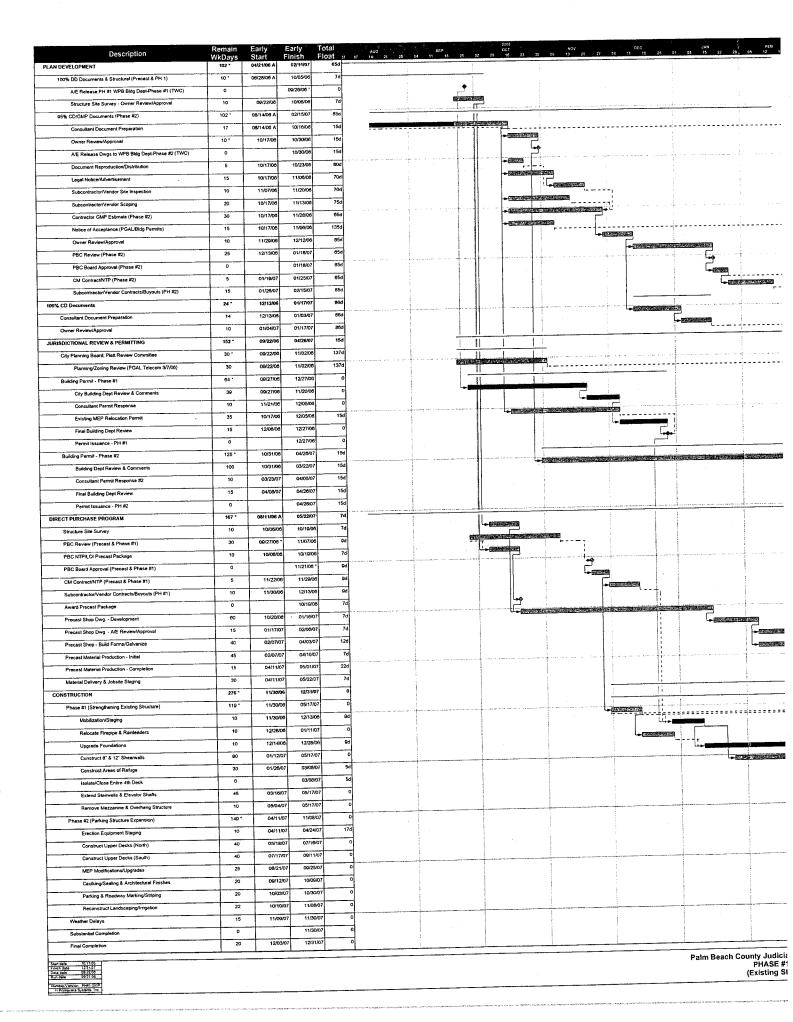


### **Estimate Summary**

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

GSF 191,188

| Line   | Elia        | 7-19-21-14                      | 28.44 F | Í         | stimate 💮          | Gomments (* )                  |
|--|-------------|---------------------------------|---------|-----------|--------------------|--------------------------------|
| No.  | Tide        | * * * * * * Trade Description** |         | - (1      | (hase #1)          |                                |
| 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   | 071         | 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   | 21A<br>22A  | Plumbing                        |         | \$        | 66,178             |                                |
| 23   | 26A         | Electrical                      |         | \$        | 1,015              |                                |
|  | 31A         | Earthwork                       |         | \$        | 1,566              |                                |
| 25   | <del></del> |                                 |         | \$        | 188                |                                |
| 26   | 31E         | Soil Poisoning                  |         | \$        | 3,118              |                                |
| 27   | 33A         | Site Utilities                  |         | \$        | 7,888,760          |                                |
|  |             | SUBTOTAL                        |         |           | 7,000,700          | Not In Contract                |
|  | Permits     |                                 | 1.600   | \$        | 404.400            | NOT IT COMMACT                 |
|  |             | iability Insurance              | 1.20%   | \$        | 104,499            |                                |
|  |             | Risk Insurance                  | 0.68%   | \$        | 58,781             |                                |
|  | Performa    |                                 | 1.00%   | \$        | 87,083<br>(87,083) |                                |
|  |             | gs (Allowance)                  |         |           | (87,083)           |                                |
| Lacatation   |             |                                 | 241,561 |           |                    |                                |
| oon, actor of the graph of the  |             |                                 | 414,680 |           |                    |                                |
| Correct Correc |             |                                 |         |           |                    |                                |
|  | TOTAL       |                                 | \$      | 8,708,282 |                    |                                |
|  |             | Scope & Value Tracking          |         | \$        | •                  |                                |
|  |             | TOTAL PROJECT                   |         | \$        | 8,708,282          |                                |
|  | #**         | Signa • Cost Per GSF2           |         | \$        | 45.55              |                                |



#### **PUBLIC CONSTRUCTION BOND**

8203-88-92 - Federal Insurance Company BOND NUMBER: 08785324 - Fidelity and Deposit Company of Maryland BOND AMOUNT: \$8,708,282.00 CONTRACT AMOUNT: \$8,708,282.00 RECEIVED THE WEITZ COMPANY, LLC CONTRACTOR'S NAME: CONTRACTOR'S ADDRESS: 1720 Centrepark Drive East UCT 2 6 2006 West Palm Beach, Florida 33401 THE WEITZ COMPANY CONTRACTOR'S PHONE: (561) 686-5511 SURETY COMPANY: Federal Insurance Company and Fidelity and Deposit Company of Maryland Fidelity and Deposit Company of SURETY'S ADDRESS: Federal Insurance Company 300 St. Paul Plaza, Maryland 12 floor 15 Mountain View Road Warren, NJ 07059 Baltimore, MD 21202 PALM BEACH COUNTY OWNER'S NAME: 3200 Belvedere Road, Bldg. #1169 OWNER'S ADDRESS: West Palm Beach, Florida 33406 (561) 233-0281 OWNER'S PHONE: Phase #1 - upgrade structural foundations; relocate fire pipe **DESCRIPTION OF WORK:** & rain leaders; construct four levels of structural 8" & 12" shearwalls 505 Banyan Blvd.; West Palm Beach, Florida PROJECT LOCATION: Parcel ID #74434321060300050 LEGAL DESCRIPTION: 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

Public Construction Bond - 1

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 <u>February 28. 2006</u>, 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

<u>walls</u>

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 <u>February 28, 2006</u> between Principal and County for construction of <u>Phase #1 Judicial Center Parking Garage Expansion</u> 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

Public Construction Bond - 2

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  |
|---------|--|
|         | Dennis Gallagher<br>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 |

| State of California  County of Alameda   | SS.  |
|--|--|
| On October 25, 2006, before me,  | Veronica Ramirez , Notary Public,  |
| 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.   |
|  | Whomas Ramps NOTARY'S SIGNATURE  |
|  | INFORMATION  |
| The information below is optional. However, it may of this form to an unauthorized document.   | y prove valuable and could prevent fraudulent attachment   |
| CAPACITY CLAIMED BY SIGNER (PRINCIPAL)  INDIVIDUAL CORPORATE OFFICER 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 SIGNER  |

| State of California  County of Alameda  | ss.  |
|---|--|
| On October 25, 2006, before me,   | Veronica Ramirez , Notary Public,  |
| personally appeared Lisa M. Lucas   | , personally known to me (or   |
|   | 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.  Witness my hand and official seal.  NOTARY'S SIGNATURE   |
|   | INFORMATION  |
| The information below is optional. However, it ma of this form to an unauthorized document.  CAPACITY CLAIMED BY SIGNER (PRINCIPAL) | y prove valuable and could prevent fraudulent attachment  DESCRIPTION OF ATTACHED DOCUMENT   |
| ☐ INDIVIDUAL  | Construction Bond TITLE OR TYPE OF DOCUMENT  |
| CORPORATE OFFICER PARTNER(S)  | Three (3)  |
| X ATTORNEY-IN-FACT  | NUMBER OF PAGES  |
| ☐ TRUSTEE(S) ☐ GUARDIAN/CONSERVATOR   | October 25, 2006   |
| OTHER:  | DATE OF DOCUMENT   |
|   |  |
| SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)  Fidelity and Deposit Company of  Maryland                     | RIGHT THUMBPRINT OF SIGNER  OF COLUMN SIGNER  OTHER  |

### FORM OF GUARANTEE

| GUARANTEE FOR (Contractor and Surety Nam<br>The Weitz Company, LLC; 1720 Centrepark   |  |
|---|--|
| We the undersigned hereby guarantee that the Expansion; Project No. 05220, Palm Beach Cobonded, has been done in accordance with the pla will fulfill the requirements of the guaranties increpair or replace any or all of our work, together vin so doing, that may prove to be defective in thone year from the date of Substantial Completion of Palm Beach, State of Florida, without any expordinary wear and tear and unusual abuse or negwork is started, it shall be carried through to comp | unty, Florida, which we have constructed and ins and specifications; that the work constructed luded in the Contract Documents. We agree to with any work of others which may be damaged be workmanship or materials within a period of a of all of the above named work by the County ense whatsoever to said County of Palm Beach, glect excepted by the County. When correction |
| In the event of our failure to acknowledge notice within five (5) calendar days after being not Commissioners, Palm Beach County, Florida, we Palm Beach County to proceed to have said defewe will honor and pay the costs and charges there   | otified in writing by the Board of County<br>e, collectively or separately, do hereby authorize<br>ects repaired and made good at our expense and  |
| DATED(notice of completion filing date)   |  |
| SEAL AND NOTARIAL ACKNOWLEDGMEN   | T OF SURETY  |
|   | The Weitz Company, LLC   |
|   | Michael Haryland, Vice President  Dennis Gallagher   |
| Fidelity and Deposit Company of Marylan   | nd Federal Insurance Company (Surety) (Seal)   |
| By: Sua M. Lucas, Attorney-in-fact  | By: Lisa M. Lucas (Signature) Attorney-in-fact   |
|   |  |

| State of California County of Alameda SSS.  |   |  |  |
|---|---|--|--|
| On October 25, 2006, before me,   | Veronica Ramirez , Notary Public,   |  |  |
| 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.  NOTARY'S SIGNATUJE  |  |  |
| PLACE NOTARY SEAL IN ABOVE SPACE  |   |  |  |
| OPTIONAL  | INFORMATION  by prove valuable and could prevent fraudulent attachment  |  |  |
| CAPACITY CLAIMED BY SIGNER (PRINCIPAL)  | DESCRIPTION OF ATTACHED DOCUMENT  |  |  |
| ☐ INDIVIDUAL  | Guarantee Bond  |  |  |
| CORPORATE OFFICER PARTNER(S)  ATTORNEY-IN-FACT  | One (1)  NUMBER OF PAGES  |  |  |
| TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER:  | October 25, 2006  DATE OF DOCUMENT  |  |  |
| ×   | OTHER   |  |  |
| SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)  Federal Insurance Company | RIGHT THUMBPRINT OF SIGNER  OG  |  |  |

| State of California  County of Alameda  | SS.  |
|---|--|
| On October 25, 2006, before me,   | Veronica Ramirez , Notary Public,  |
| personally appearedLisa M. Lucas  | , personally known to me (or   |
|   | 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. |
|   |  |
| VSCHEGA GRANEZ  CORDA SIARBITA  CORDA SIARBITA  ANAMERA COURTY  CY FORCE ELIGIBO AGIS 11, 2249              | WITNESS my hand and official seal.  NOTARY'S SIGNAURE  |
|   |  |
|   | INFORMATION  y prove valuable and could prevent fraudulent attachment  |
| CAPACITY CLAIMED BY SIGNER (PRINCIPAL)  | DESCRIPTION OF ATTACHED DOCUMENT (   |
| O INDIVIDUAL CORPORATE OFFICER  | Guarantee Bond TITLE OR TYPE OF DOCUMENT   |
| PARTNER(S)  | One (1)  |
| X ATTORNEY-IN-FACT X T TRUSTEE(S)   | NUMBER OF PAGES  |
| GUARDIAN/CONSERVATOR OTHER:   | October 25, 2006  DATE OF DOCUMENT   |
| \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \   |  |
| ×   | OTHER  |
| SIGNER (PRINCIPAL) IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)  Fidelity and Deposit Company of Maryl | RIGHT printing and THUMBPRINT OF SIGNER 0  |
|   | ORMS AT HTTP://WWW.VALLEY-SIERRA.COM 0 2005 VALLEY-SIERRA INSURANC   |



Chubb Surety

POWER OF **ATTORNEY** 

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

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

Caul ald

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

SUITSON OF PIERSATION, CAITTOITIES and on their behalf as 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 ball bonds) given or executed in the course of business, and any instruments amending or attering the same, and consents to the modification or atteriation 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

STATE OF NEW JERSEY

County of Somen

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 trown 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, vigilant Insurance Company, and PACIFIC INDEMNITY COMPANY and knows the corporate seeks thereof, that the seeks 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 seletant 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



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

CERTIFICATION

Editact 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 Cheirman 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 resident signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, and the signature of each of the following officers: Chairman, President, and the signature of each of the following officers: 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 any Assistant vice interests, any decretary, any Assistant decretaries or Attorneys in Fact for purposes only of executing and attesting bonds and undertakings and other certificate relating thereto appointing Assistant Secretaries or Attorneys- in-Fact for purposes only of executing and attesting bonds and undertakings and other certificate relating thereto appointing Assistant Secretaries or Attorneys in-Fact for purposes only of executing and attesting bonds and undertakings and other certificate bearing such facsimile signature or facsimile seal shall be valid and writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile and bladles upon the 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 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, Guern, and each of the Provinces of Canada except Prince Edward Island; and

the foregoing Power of Attorney is true, correct and in full force and effect.

sals of said Companies at Warren, NJ this October 25, 2006







Country & Wends

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

West Dis

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 the and lawful agent and vittorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and assists act and deed: any and aff bonds and undertakings, and the execution of such bonds or undertakings impursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes scription had begin any 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 EAMIMERER, Lisa M. LUCAS, Veronica RAMIREZ, dated September 1, 2005.

The said Assistant Secretary does be reby certify that the extract set forth on the reverse side hereof is a true copy of Article VI

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



Gregt. Mung

Gregory E. Murray Assistant Secretary

Sy: Frank E. Martin Jr. Vic.

Vice President

State of Maryland City of Baltimore Ss:

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 deposeth 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.

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Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2007

Constance a. Dunn

POA-F 016-6375

| <u>AC</u>                 | 0               | RD <sub>™</sub> CERTIFIC  | CATE OF LIAB   | ILITY INS   | SURANC  | E  |                | (MM/DD/YYYY)<br>0/23/2006 |  |  |
|---------------------------|-----------------|---|--|---|---|--|----------------|---------------------------|--|--|
| RODU                      | CEI             | ACIG INSURANCE AGENCY, INC.<br>12222 MERIT DRIVE, SUITE 1660<br>DALLAS, TX 75251-0000   |  | ONLY AND<br>HOLDER.                               | 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. |  |                |                           |  |  |
|                           |                 | (972) 702-9004  |  | INSURERS AFFORDING COVERAGE                       |   |  | N              | IAIC#                     |  |  |
| ISURE                     |                 | THE WEITZ COMPANY, LLC  | ······································   | INSURER A: A                                      | merican Contrac   | tors Ins. Co. RRG                            | 1              | 2300                      |  |  |
|                           | _               | 400 LOCUST STREET   |  |   | CIG Insurance C   |  | 1              | 9984                      |  |  |
|                           |                 | CAPITAL SQUARE, SUITE 30  | 00   | INSURER C:  |   |  |                |                           |  |  |
| DES MOINES, IA 50309-0000 |                 |   |  | INSURER D:  |   |  |                |                           |  |  |
|                           |                 | 1   |  | INSURER E:  |   |  |                |                           |  |  |
| OVER                      | ?AC             | BES   |  |   |   |  |                |                           |  |  |
| ANY F<br>MAY F<br>POLIC   | EQ<br>ER<br>IES | ICIES OF INSURANCE LISTED BELC<br>IUIREMENT, TERM OR CONDITION (<br>ITAIN, THE INSURANCE AFFORDED<br>B. AGGREGATE LIMITS SHOWN MA | OF ANY CONTRACT OR OTHER DO<br>BY THE POLICIES DESCRIBED HE  | OCUMENT WITH RES<br>REIN IS SUBJECT TO<br>CLAIMS. | PECT TO WHICH TH<br>O ALL THE TERMS, I  | IIS CERTIFICATE MAY BE I                     | SSUE           | D OR                      |  |  |
| SR ADI                    | D.T             | TYPE OF INSURANCE   | POLICY NUMBER  | POLICY EFFECTIVE<br>DATE (MM/DD/YY)               | POLICY EXPIRATION<br>DATE (MM/DD/YY)  | LIMIT  | s              |                           |  |  |
|                           |                 | GENERAL LIABILITY   | GI 0000000   |   |   | EACH OCCURRENCE                              | \$             | 2,000,000                 |  |  |
|                           | T               | X COMMERCIAL GENERAL LIABILITY  | GL06000039   | 06/01/06  | 06/01/07  | DAMAGE TO RENTED<br>PREMISES (Ea occurrence) | \$             | 100,000                   |  |  |
|                           | ١               | CLAIMS MADE X OCCUR   |  |   |   | MED EXP (Any one person)                     | \$             | 5,000                     |  |  |
|                           | T               |   |  |   |   | PERSONAL & ADV INJURY                        | \$             | 2,000,000                 |  |  |
|                           | T               |   |  |   |   | GENERAL AGGREGATE                            | \$             | 4,000,000                 |  |  |
|                           | 1               | GEN'L AGGREGATE LIMIT APPLIES PER:  |  |   |   | PRODUCTS - COMP/OP AGG                       | \$             | 4,000,000                 |  |  |
|                           | F               | POLICY X PRO-   |  |   | •   |  |                |                           |  |  |
| T                         | ļ               | AUTOMOBILE LIABILITY  ANY AUTO  |  |   |   | COMBINED SINGLE LIMIT<br>(Ea Accident)       | \$             |                           |  |  |
|                           | -               | ALL OWNED AUTOS SCHEDULED AUTOS   |  |   |   | BODILY INJURY<br>(Per person)                | \$             |                           |  |  |
|                           | -               | HIRED AUTOS   |  |   |   | BODILY INJURY<br>(Per accident)              | s              |                           |  |  |
|                           |                 | NON-OWNED AUTOS   |  |   |   | PROPERTY DAMAGE Per accident)                | \$             |                           |  |  |
| ļ                         | 4               |   |  |   | <del> </del>  |  | _              |                           |  |  |
| 1                         | 1               | GARAGE LIABILITY  |  |   |   | AUTO ONLY - EA ACCIDENT                      | \$             | -                         |  |  |
| 1                         |                 | ANY AUTO  |  |   |   | OTHER THAN EA ACC AUTO ONLY: AGG             | \$             |                           |  |  |
| _                         |                 |   |  |   |   |  | \$             |                           |  |  |
|                           |                 | EXCESS/UMBRELLA LIABILITY   |  |   |   | EACH OCCURRENCE                              | \$             |                           |  |  |
|                           |                 | OCCUR CLAIMS MADE   |  |   |   | AGGREGATE                                    | \$             |                           |  |  |
|                           |                 |   |  |   |   |  | \$             |                           |  |  |
|                           | Ī               | DEDUCTIBLE  |  |   |   |  | \$             |                           |  |  |
|                           | İ               | RETENTION \$  |  | <u> </u>  |   |  | \$             |                           |  |  |
|                           |                 | KERS COMPENSATION AND   |  |   |   | X WC STATU- OTH-                             |                |                           |  |  |
| E                         | ₩PI             | LOYERS' LIABILITY   | WC06000088   | 06/01/06  | 06/01/07  | E.L. EACH ACCIDENT                           | \$             | 1,000,000                 |  |  |
| 0                         | FFIC            | PROPRIETOR/PARTNER/EXECUTIVE<br>CER/MEMBER EXCLUDED?  | WC06000089   | 06/01/06  | 06/01/07  | E.L. DISEASE - EA EMPLOYEE                   | \$             | 1,000,000                 |  |  |
|                           |                 | describe under<br>SIAL PROVISIONS below   | WC06000090   | 06/01/06  | 06/01/07  | E.L. DISEASE - POLICY LIMIT                  | \$             | 1,000,000                 |  |  |
|                           | ТН              |   |  |   |   |  |                |                           |  |  |
|                           |                 |   | ALEMAN FOR PARTIES AND A TOTAL | V ENDODOESE SE                                    | PECIAL PROVISION  | us .   |                |                           |  |  |
| SCF                       | NP1             | TION OF OPERATIONS/LOCATIONS<br>Z FLORIDA: PALM BEACH C   | VEHICLES/EXCLUSIONS ADDED E  | DADVING CARA                                      | CE - DUACE 1.   | TWO-STORY EYPAN                              | NOIS           | I/ADDITION                |  |  |
| WE                        | HZ              | CHURIDA: PALM BEACH C   | OUNTY JUDICIAL CENTER  | TARRING GARA                                      | IED BANVAN DI   | VD & N OHADRIHE                              | 3.01<br>BL \/I | WEST                      |  |  |
| 10                        | ΕX              | STING FOUR-STORY PARK   | NING GARAGE LOCATED A  | I THE NW CORP                                     | NET DAINTAIN DI   | THERE ARE NAMED                              | 25 V           | DDITIONAL                 |  |  |
| ΡAl                       | .M              | BEACH, FL 33404. PALM B   | EACH COUNTY AND THE B  | SUARD OF COUR                                     | ALT COMMINISSIC   | DIVIDINEDS CUMBE                             | Nev:           | TION                      |  |  |
|                           |                 | REDS FOR GENERAL LIABIL<br>RAGE.  | ITY COVERAGE. WAIVER (   | JF SUBROGATIO                                     | JN APPLIES FU   | IN WUNNERS COMPE                             | .ino <i>f</i>  | THOIN                     |  |  |
| RT                        | IFIC            | CATE HOLDER   |  | CANCELLA  |   | icate ID 28,343                              |                |                           |  |  |
| <b></b>                   |                 |   |  | SHOULD ANY O                                      | F THE ABOVE DESCRIE   | BED POLICIES BE CANCELLED                    | BEFO           | RE THE EXPIRATION         |  |  |
|                           |                 | PALM BEACH COUNTY   |  | DATE THEREOF                                      | DATE THEREOF, THE ISSUING INSURER WILLXWIDDOXXIDIXXO MAIL 30 DAYS WRITTED NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  |  |                |                           |  |  |
|                           |                 | C/O CAPITAL IMPROVE   | MENTS DIVISION   | NOTICE TO THE                                     |   |  |                |                           |  |  |
|                           |                 | ATTN MIKE MCPHERSO  | DN -   | MANAGEMENTAL                                      |   |  |                |                           |  |  |
|                           |                 | 3200 BELVEDERE RD, B  | UILDING 1169   |   |   |  |                |                           |  |  |
|                           |                 | WEST PALM BEACH FL  |  | AUTHORIZED  |   |  |                |                           |  |  |
|                           |                 |   |  | 1-1-1-1-1-1-1                                     |   |  |                |                           |  |  |
|                           |                 |   |  | 211.  | an here   | MICHAEL J. O                                 | NEIL           | - <b>L</b> -              |  |  |
|                           |                 | 25 (2001/08)  |  | Min   | 8KC1TBLD  |  |                | ORATION 19                |  |  |

DATE (MM/DD/YYYY)

| THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMA OLDINGS MUTCHY & ASSOC - WOM ONLY AND CONFERS NO GRITS UPON THE CERTIFICATE OS NOT AMEND, EXTEN ALTER THE COVERAGE AFFORDED BY THE POLICES BE INSURER STATE THE COVERAGE AFFORDED BY THE POLICES BE INSURER STATE THE COVERAGE AFFORDED BY THE POLICES BE INSURER STATE THE COVERAGE AFFORDED BY THE POLICES BE INSURER STATE THE COVERAGE AFFORDED BY THE POLICES BE INSURER STATE THE COVERAGE AFFORDED BY THE POLICES BE INSURER STATE THE COVERAGE AFFORDED BY THE POLICES AFFORDED BY THE POLIC        | ACORD CERTIF   | FICATE OF LIABI   |                                     | ITY INSURANCE  |  |                                 |  |  |  |
|---|--|---|-------------------------------------|--|--|---------------------------------|--|--|--|
| ALTER THE COVERAGE AFFORDED BY THE POLICIES BE INSURERS, IA 50306-9207  INSURER A. Fireman's Fund INSURER A. Fireman's Fund INSURER S. Zurich American Insurance Co. INSURER C.         |  | 1-800-247-7756  | ONLY AN                             | ONLY AND CONFERS NO RIGHTS UPON  |  |                                 |  |  |  |
| INSURER A FIREMAN'S FUND  MISURER A: FIREMAN'S FUND  MISURER B: TO DESCRIPTION OF THE POLICY PERIOD INDICATED. NOTWITHSTAN  MINUSER D:  MISURER B:  MISURER C:  MISURER B:  MI        | O. Box 9207  |   | ALTER TH                            | E COVERAGE   | AFFORDED BY THE P  | OLICIES BELOW                   |  |  |  |
| WEITZ Company, LLC  NISURER II. 2urich American Insurance Co.  NISURER II. 2urich American Insurance Co.  NISURER III. 2urich American Insurance Insuran        | Moines, IA 50306-9207  |   |                                     | INSURER A: Fireman's Fund  |  |                                 |  |  |  |
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| ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BET BY MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  R TYPE OF INSURANCE POLICY NUMBER POLICY NUMBER POLICY STREET PRODUCY EFFECTIVE DATE (MM/DD/YY)  COMMERCIAL GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  GENERAL AGGREGATE LIMIT APPLIES PER PRODUCTS - COMPIOP AGG \$  POLICY PRODUCTS - COMPIOP AGG \$  AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  X HIRED AUTOS  X HIRED AUTOS  X HON-OWNED AUTOS  SCHEDULED AUTOS  X HON-OWNED AUTOS  GARAGE LIABILITY  ANY AUTO  CAMBINED SINGLE LIMIT (Ba accident)  FOR COMPIOP AGG S  CARAGE LIABILITY  ANY AUTO  CAMBINED SINGLE LIMIT (Ba accident)  FOR COMPIOP AGG S  COMPION AGG S  COMP      | OVERAGES   |   | ,                                   |  |  |                                 |  |  |  |
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| GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY  CLAIMS MADE OCCUR  CLAIMS MADE OCCUR  CEN'L AGGREGATE LIMIT APPLIES PER  POLICY PRODUCTS - COMPIOP AGG \$  PRODUCTS - COMPIOP AGG \$  AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  X HIRED AUTOS  X HOROWED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  X NON-OWNED AUTOS  ANY AUTO  ANY AUTO  ANY AUTO  CARAGE LIABILITY  AUTO ONLY - EA ACCIDENT \$  EACH OCCURRENCE \$  RECESS LIABILITY  OCCUR CLAIMS MADE  DEDUCTIBLE  RECESS LIABILITY  DEDUCTIBLE  RECESS CAMPENSATION AND  RECESS COMPENSATION AND  |  |   | POLICY EFFECTIVE                    | POLICY EXPIRATION  | LIMIT  | rs                              |  |  |  |
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| GENT AGGREGATE LIMIT APPLIES PER:  POLICY PROT LOC  AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS X ANY AUTO AUTO ONLY - EA ACCIDENT S OTHER THAN EA ACC S AUTO ONLY: AGG S EXCESS LIABILITY OCCUR CLAIMS MADE  EXCESS LIABILITY ANY AUTO BEODILY INJURY (Per accident) S CHEDULED SINGLE LIMIT S 1000000  EXCESS LIABILITY AUTO ONLY - EA ACCIDENT S AUTO ONLY: AGG S EACH OCCURRENCE S AGGREGATE S WORKERS COMPENSATION AND  WORKERS COMPENSATION AND   |  | ·   |                                     |  | FIRE DAMAGE (Any one fire)   | \$                              |  |  |  |
| GENERAL AGGREGATE LIMIT APPLIES PER: POLICY PRO- PRODUCTS - COMPIOP AGG \$  AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS WE HIRED AUTOS WORKERS COMPENSATION AND  GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$  COMBINED SINGLE LIMIT \$ 10000000  COMBINED SINGLE LIMIT \$ 10000000  COMBINED SINGLE LIMIT \$ 10000000  EX DOBILY INJURY (Per peron) PROPERTY DAMAGE (Per accident) PROPERTY DAMAGE (Per accident)  TO THER THAN EA ACC \$ 1000000  EACH OCCURRENCE  S  GENERAL AGGREGATE S  GENERAL AGGREGATE S  AUTO ONLY - EA ACCIDENT AGG S  EACH OCCURRENCE S  S  WORKERS COMPENSATION AND   |  |   |                                     | · ·  | MED EXP (Any one person)   | \$                              |  |  |  |
| GENTL AGGREGATE LIMIT APPLIES PER POLICY PRO POLICY PRO JECT LOC  BAP937413103  06/01/06  06/01/07  COMBINED SINGLE LIMIT (Ea accident) S 1000000  ALL OWNED AUTOS SCHEDULED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS ANY AUTO ANY AUTO ANY AUTO ANY AUTO  GRAAGE LIABILITY ANY AUTO AUTO ONLY - EA ACCIDENT S AU        |  |   |                                     |  | PERSONAL & ADV INJURY  | \$                              |  |  |  |
| BAP937413103  AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS X NON-OWNED AUTOS ANY AUTO  GARAGE LIABILITY ANY AUTO  ANY AUTO  GARAGE LIABILITY ANY AUTO  ANY AUTO  GARAGE LIABILITY ANY AUTO  EXCESS LIABILITY ANY AUTO  EXCESS LIABILITY OCCUR CLAIMS MADE  DEDUCTIBLE RETENTION S  WORKERS COMPENSATION AND  D6/01/06  06/01/07 COMBINED SINGLE LIMIT S 1000000  (Cambined Single Limit) S 1000000  (Cambined Single Sin        |  |   |                                     |  | GENERAL AGGREGATE  | \$                              |  |  |  |
| AUTO ONLY: EA ACC DENT ANY AUTO  GARAGE LIABILITY  ANY AUTO  ANY AUTO  ANY AUTO  ALL OWNED AUTOS  SCHEDULED AUTOS  X HIRED AUTOS  X NON-OWNED AUTOS  GARAGE LIABILITY  ANY AUTO  ANY AUTO  ANY AUTO  COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)  \$  BODILY INJURY (Per accident)  \$  BODILY INJURY (Per accident)  \$  PROPERTY DAMAGE (Per accident)  AUTO ONLY: EA ACCIDENT  AUTO ONLY: EA ACC S  AUTO ONLY: AGG  \$  EXCESS LIABILITY  OCCUR  CLAIMS MADE  DEDUCTIBLE  RETENTION \$  WORKERS COMPENSATION AND   |  |   |                                     |  | PRODUCTS - COMP/OP AGG   | \$                              |  |  |  |
| ALL OWNED AUTOS SCHEDULED AUTOS  X HIRED AUTOS X NON-OWNED AUTOS  GARAGE LIABILITY ANY AUTO  EXCESS LIABILITY OCCUR CLAIMS MADE  DEDUCTIBLE RETENTION \$  WORKERS COMPENSATION AND  BODILY INJURY (Per person) \$  BODILY INJURY (Per person) \$  AUTO ONLY - EA ACCIDENT \$  S  S  WORKERS COMPENSATION AND  | AUTOMOBILE LIABILITY   | BAP937413103  | 06/01/06                            | 06/01/07   |  | \$ 1000000                      |  |  |  |
| X   NON-OWNED AUTOS   PROPERTY DAMAGE (Per accident)   S  | ALL OWNED AUTOS  |   |                                     |  |  | \$                              |  |  |  |
| GARAGE LIABILITY  ANY AUTO  AGG \$  EXCESS LIABILITY  BACH OCCURRENCE  AGGREGATE  \$  AGGREGATE  \$  DEDUCTIBLE  RETENTION \$  WC STATU- TORY LIMITS  ER  AUTO ONLY - EA ACCIDENT  AGG  \$  WC STATU- TORY LIMITS  AUTO ONLY - EA ACCIDENT  \$  WC STATU- TORY LIMITS  AUTO ONLY - EA ACCIDENT  AUTO ONLY - EA ACCIDENT  \$  WC STATU- TORY LIMITS  AUTO ONLY - EA ACCIDENT  AGG  S  WORKERS COMPENSATION AND   |  |   |                                     |  |  | \$                              |  |  |  |
| ANY AUTO   OTHER THAN AUTO   OTHER THAN AUTO ONLY:   AGG   \$   |  |   |                                     |  |  | \$                              |  |  |  |
| ANY AUTO  ANY AUTO  OTHER THAN AUTO ONLY:  AGG \$  EXCESS LIABILITY  OCCUR  CLAIMS MADE  DEDUCTIBLE  RETENTION \$  WORKERS COMPENSATION AND  OTHER THAN AUTO S  EACH OCCURRENCE  \$  AGGREGATE  \$  \$  WC STATU- TORY LIMITS  ER  S  WORKERS SEACC  S  AGGREGATE  S  WC STATU- TORY LIMITS  ER  S  WORKERS SEACC  S  AGGREGATE  S  S  WORKERS SEACC  S  AGGREGATE  S  S  WC STATU- TORY LIMITS  ER  S  WORKERS SEACC  S  AGGREGATE  S  S  WORKERS SEACC  S  AGGREGATE  S  S  WC STATU- TORY LIMITS  ER  WORKERS SEACC  S  AGGREGATE  S  S  WORKERS SEACC  S  AGGREGATE  S  S  WORKERS SEACC  S  AGGREGATE  S  S  S  WORKERS SEACC  S  AGGREGATE  S  S  S  WC STATU- TORY LIMITS  ER  WC STATU- TO   | CARACELIARIIITY  |   |                                     |  | AUTO ONLY - EA ACCIDENT  | \$                              |  |  |  |
| EXCESS LIABILITY  |  |   |                                     |  | OTHER THAN EA ACC  | \$                              |  |  |  |
| DEDUCTIBLE   S   S   S   S   S   S   S   S   S  | 7.1.7.1.0.10   | ·   |                                     |  | 11.770 018 16  | \$                              |  |  |  |
| OCCUR   | EXCESS LIABILITY   |   |                                     |  | EACH OCCURRENCE  | \$                              |  |  |  |
| DEDUCTIBLE  RETENTION \$  WC STATU- TORY LIMITS ER  |  |   |                                     |  | AGGREGATE  | \$                              |  |  |  |
| DEDUCTIBLE  RETENTION \$  WC STATU- TORY LIMITS   ER  |  |   |                                     |  |  | \$                              |  |  |  |
| RETENTION \$ WC STATU- OTH- TORY LIMITS ER  | DEDUCTIBLE   |   |                                     |  |  | \$                              |  |  |  |
| WORKERS COMPENSATION AND  | <u>                                     </u>   |   |                                     |  | The state of the s |                                 |  |  |  |
| EL. EACH ACCIDENT   | WORKERS COMPENSATION AND   |   |                                     |  | TORY LIMITS   ER   |                                 |  |  |  |
|   | EMPLOYERS LIABILITY  |   |                                     |  |  |                                 |  |  |  |
| E.L. DISEASE - EA EMPLOYEE \$  E.L. DISEASE - POLICY LIMIT \$   |  |   |                                     |  |  |                                 |  |  |  |
|   |  |   |                                     | <del> </del>   | E.L. DISEASE * FOLIGIT ENVIY   |                                 |  |  |  |
| A Contractors Equipment MX19/90/6/3 06/01/06 All Risk \$  | A Contractors Equipment  | 1   | 06/01/06                            | 06/01/07   | All Risk   | \$ 1,500,000<br>\$<br>\$ 10,000 |  |  |  |
| eitz Florida: Palm Beach County Sudicial Center Farking Galage Times at the New County Sudicial Center Farking Galage Times and State of Sudicial Center Farking Galage Times and Sudicial Center Farking Galage Times Times and Sudicial Center Farking Galage Times         | each County and the Board o  | f County Commissioners are r                                      | named as additi                     | onal insureds  | for Auto coverage.   |                                 |  |  |  |
| leach County and the Board of County Commissioners are named as additional insuleds for Addo coverage.  | CERTIFICATE HOLDER AD  | DITIONAL INSURED; INSURER LETTER:                                 |                                     |  | IDED DOLLCIES DE CANCELLE  | BEFORE THE EXPIRA               |  |  |  |
| each County and the Board of County Commissioners are named as additional insureds for Auto Coverage.   |  |   | SHOULD ANY                          | OF THE ABOVE DESCR   | BED POLICIES BE CANCELLED  | 30 DAVE WOIT                    |  |  |  |
| CERTIFICATE HOLDER  Additional insured; insurer letter:  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX  | Palm Beach County  |   | DATE THERE                          | DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL DATE WILL ENDEAVOR TO MAIL DATE WILL ENDEAVOR TO THE LEFT BUT FAILURE TO DO SO SH. |  |                                 |  |  |  |
| CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER:  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXDATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL  30 DAYS  | and the second s |   | NOTICE TO TH                        | IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS   |  |                                 |  |  |  |
| CERTIFICATE HOLDER  ADDITIONAL INSURED; INSURER LETTER:  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXDATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS  NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO S  |  |   | i                                   |  |  |                                 |  |  |  |
| CERTIFICATE HOLDER  Additional insured; insurer letter:  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXDITION OF THE INSURER WILL ENDEAVOR TO MAIL 30 DAYS  NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DOS  Capital Improvements Division  MPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER, ITS ACCORDED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER NAMED TO THE INSURER NAMED TO THE INSURER NAMED TO THE INSURER NAMED TO THE CERTIFICATE HOLDER NAMED TO THE INSURER NAMED TO T        | veet Dalm Reach Ft. 22406  |   |                                     |  |  |                                 |  |  |  |
| CERTIFICATE HOLDER  Additional insured; insurer letter:  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXDIT OF THE CERTIFICATE HOLDER WILL ENDEAVOR TO MAIL 30 DAYS  NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DOS  IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGE  REPRESENTATIVES.  | rest raim beach, FL 33400  | USA   |                                     | æ,   | emes 1. Cernely  |                                 |  |  |  |
| CERTIFICATE HOLDER  Additional insured; insurer letter:  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXDIT DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS  NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DOS  IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS ACRES Palm Beach, FL 33406  West Palm Beach, FL 33406  USA  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXDIT DAYS OF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS  NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DOS  REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  AUTHORIZED REPRESENTATIVE  | ACORD 25-S (7/97) 577025-2   |   |                                     |  | @ ACORD (  | ORPORATION                      |  |  |  |

ACORD 25-S (7/97) 577025-2 5091420

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#### **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.

ACORD 25-S (7/97)