

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

Meeting Date: October 16, 2007

Consent     Regular  
 Ordinance    Public Hearing

Department: Facilities Development & Operations

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

A) Budget transfer of \$5,681,000 within the 30.5M GO 03 Library Improvement Bond Fund from Improvement Program Reserves and remaining balances in various projects to the Lawrence Road Branch Library project to fund the \$10,768,061 in construction cost; and


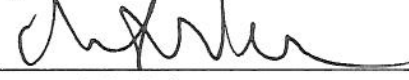
B) Amendment No.12 to the contract with The Weitz Company (R2003-1542) in the amount of \$10,552,461 for construction management services for the Lawrence Road Branch Library establishing a Guaranteed Maximum Price (GMP) for construction of a new 29,000 sq. ft. library.

**Summary:** Amendment No.12 is for the Lawrence Road Branch Library and establishes a GMP of \$10,552,461 and 365 calendar days to complete the building construction and site work. The GMP includes the cost of work and the construction manager's fee associated with the work and a contingency. This contract utilizes the Sales Tax Exemption Program. The SBE goal for this contract is 15% and this project participation is 20.6%. **(Capital Improvements Division) District 3 (JM)**

**Background and Justification:** Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance in evaluation cost, schedule and implications of alternate designs, system and material, and serves as General Contractors issuing the subcontracts for construction. The Weitz Company was chosen at 1 of 3 CMs for the Library Expansion Program. They have provided pre-construction services on this project. This Amendment establishes a GMP for the building construction, parking lot and site work for the Lawrence Road Branch Library. Liquidated damages are not in effect for this project. Initial budgets were established for all projects in th FY 2004 Budget. As projects come online and budgets are set, funds must be transferred from reserves. The construction cost for this project is funded with revenue from the first GO bond issue.

**Attachments:**

1. Location map
2. Budget Transfer
3. Budget Availability Statement
4. Amendment No. 12

Recommended by:	 Department Director	9/21/07 Date
Approved by:	 County Administrator	10/11/07 Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$10,768,061	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$10,768,061</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

**Library Account**

Budget Account No:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Amount \_\_\_\_\_  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** The design and construction part of this project is funded with funds from the first issue of GO Bonds in Fund 3021. The transfers made to fund this project will not impact any other projects as approved in LEPII. FF&E for the project is funded from Ad Valorem Tax Revenue that has been transferred to capital projects and the Opening Day Collection of materials is funded with Impact Fees. These defunded projects for FY 2008 are not complete, and funding will be replenished in future years from other sources of capital funding.

**C. Departmental Fiscal Review:** Laura D. Gardner

**III. REVIEW COMMENTS:**

Construction: 10,552,461  
 Staff Costs: 215,600

**A. OFMB Budget and/or Contract Development & Control Comments:** 10,768,061

John D. [Signature] 10/4/07  
 OFMB/Budget  
 10/3/07  
 10/4/2007  
 9/21/11  
 CN  
[Signature] 10/18/07  
 Contract Development and Control

This amendment complies with our review requirements.

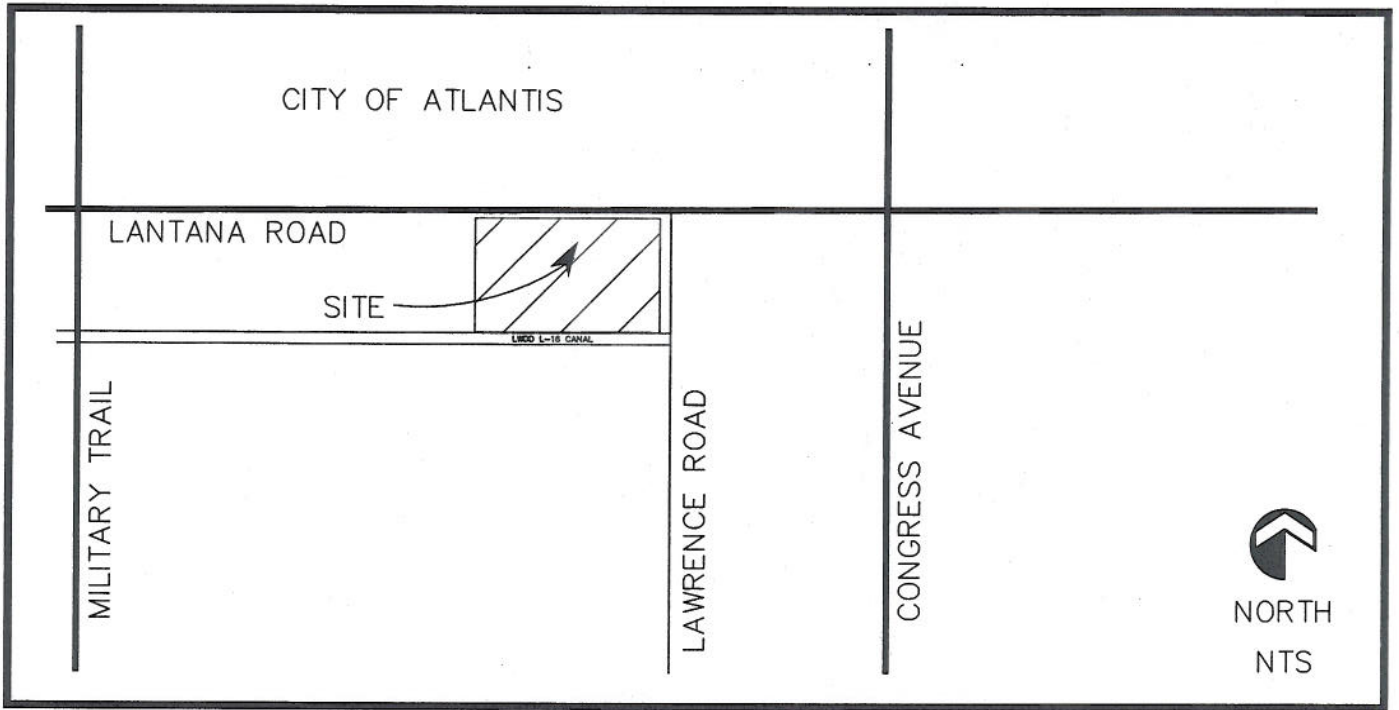
**B. Legal Sufficiency:**

Moloney [Signature]  
 Assistant County Attorney

**C. Other Department Review:**

[Signature]  
 John Callahan III, Director  
 Library Department

This summary is not to be use as a basis payment.



LOCATION MAP  
NTS

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 091307 - 2253

BUDGET TRANSFER  
FUND 3021 30.5M GO 03, LIBRARY IMPROVEMENTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/1/07	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>WEST LANTANA BRANCH (NEW)</u>							
321-L060 6101 Land *Sobj	1,145,415	1,145,415	0	1,145,415	0	0	0
321-L060 6502 Building Construction - Cip	5,086,579	5,086,579	5,681,000	0	10,767,579	0	10,767,579
<u>WEST BOCA BRANCH (NEW)</u>							
321-L058 6101 Land *Sobj	37,500	37,500	0	37,500	0	0	0
<u>BELLE GLADE RENOVATION</u>							
321-L046 6505 Design/Eng/Mgmt - Cip Admin	65,340	65,340	0	65,340	0	0	0
<u>GREENACRES RENOVATION</u>							
321-L047 6505 Design/Eng/Mgmt - Cip Admin	58,279	58,279	0	57,339	940	0	940
<u>ROYAL PALM BEACH EXPANSION</u>							
321-L052 6502 Building Construction - Cip	2,336,766	2,336,766	0	2,124,570	212,196	0	212,196
<u>RESERVES</u>							
321-9900 9909 Reserves-Improvement Program	3,248,447	3,248,447	0	2,250,836	997,611	0	997,611
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>			5,681,000	5,681,000			

ATTACHMENT # 2

PALM BEACH COUNTY  
LIBRARY SYSTEM  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

*[Signature]* 9/13/07

*[Signature]* 9/13/07

*[Signature]* 10-4-07

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF OCTOBER 16, 2007

Deputy Clerk to the  
Board of County Commissioners

### FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/10/07 REQUESTED BY: Bill DeBeck PHONE: 233-0263  
FAX: 233-0270

PROJECT TITLE: Lawrence Road Branch Library PROJECT NO.: 03222

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION  
REQUESTED AMOUNT: \$10,552,461.00 DATE:

CSA or CHANGE ORDER Amendment No 12

CONSULTANT/CONTRACTOR: The Wertz Company

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

Construction of a new 29,000 sq. ft. Lawrence Road Branch Library

CONSTRUCTION	<u>\$10,552,461.00</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (DESIGN / CONST. PHASE)	<u>\$215,600.00</u>
MISC. (permits, prints, advertising, etc)	
TOTAL	<u>\$10,768,061.00</u>

\*\* 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: 3021 DEPT: 321 UNIT: 1060 OBJ: 6502

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

BAS APPROVED BY: *Lavinia Gardner* DATE: \_\_\_\_\_

ENCUMBRANCE NUMBER: \_\_\_\_\_

RECEIVED  
CAPITAL IMPROVEMENTS DIV.

03222-F7

Post-It* Fax Note	7671	Date	09/13/07	# of pages	1
To	Bill DeBeck	From	Lavinia Gardner		
Co./Dept.	Facilities	Co.	Library		
Phone #	233-0287	Phone #	233-2701		
Fax #	233-0270	Fax #	233-2644		

ATTACHMENT # 3

**AMENDMENT # 12 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
LAWRENCE ROAD BRANCH LIBRARY  
PROJECT NO. 03222**

WHEREAS, the Owner and Construction Manager, The Weitz Company, acknowledge and agree that the Contract between Owner and Construction Manager dated September 23, 2003 (R2003-1542 ) is in full force and effect and that this Amendment merely supplements said Contract;

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

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

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

(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 **\$10,552,461.00** for the construction cost of the new building, parking lot, and site work for the Lawrence Road Branch Library. Refer to Exhibit A. The GMP is based on the following: drawings and specifications dated **May 29, 2007**. (95% construction documents)

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **Three Hundred Sixty Five (365)** calendar days of receiving the Notice to Proceed.

(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: *Ann Mary Wolf*  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER:

THE WEITZ COMPANY

*Marie Salt*  
Signature

*Dennis Gallagher*  
Signature

MARIE SALT  
Name (type or print)

Dennis Gallagher  
Name (type or print)

President  
Title

(Corporate Seal)

**WEITZ****BUILD IN GOOD COMPANY.**

1720 CENTREPARK DRIVE EAST / WEST PALM BEACH / FL 33401 / PH:561.686.5511 / FX:561.686.7774 / WWW.WEITZ.COM

August 24, 2007

Mr. William Debeck, Project Manager  
Palm Beach County Board of County Commissioners  
Facilities Development & Operations  
Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5604

**Re: Lawrence Road Branch Library (aka West Lantana Branch Library)**  
95%CD GMP Rev #2  
PBC #03222; TWC #F104600

Dear Mr. Debeck:

The Weitz Company GMP proposal is based on Slattery & Associates Architects; Boca Raton, Fl., project documents & specifications dated May 29, 2007 & received June 7, 2007 and Tierra, Inc. geotechnical report dated June 27, 2006 & received June 7, 2007.

The total project cost is Ten Million Five Hundred Fifty Two Thousand Four Hundred Sixty One Dollars (\$10,552,461.00).

The GMP project value is based on a twelve (12) month work schedule (365 calendar days) & on receiving a "Notice to Proceed" no later than October 17, 2007, allowing for the November 5, 2007 mobilization date. Any delay will be subject to further cost review.

Exceeding the minimum 15% requirement, the SBE participation is valued at \$2,169,026 (20.6%).

The Weitz Company is pleased to provide our Construction Management services.

Sincerely,  
The Weitz Company



José R. Rivera, Jr., CGC, LEED AP  
Preconstruction Manager



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

(Rev 02)

West Lantana (Lawrence Road) Branch Library  
 95% CD GMP Budget Estimate  
 PBC # 03222; TWC #F104600  
 August 13, 2007

Gross Area (GSF): 30,942  
 Addenda: N/A

Line #	Bid Ticket	Trade Description	95%CD GMP (8/13/07)	100% DD (3/09/07)	Variance	OSBA	Comments
1	01A	Construction Management	\$ 892,734	\$ 889,734	\$ 3,000	\$ -	12 Month Schedule
2	01C	General Conditions	\$ 84,979	\$ 87,870	\$ (2,891)	\$ 18,000	12 Month Schedule
3	02A	Demolition	\$ -	\$ 719	\$ (719)	\$ -	w/31A
4	03A	Concrete Shell Package	\$ 1,041,009	\$ 433,291	\$ 607,718	\$ 200,000	Combined Division 3 (-70K)
5	03A2	Reinforcement	\$ -	\$ 33,143	\$ (33,143)	\$ -	w/03A
6	03A5	Concrete Material	\$ -	\$ 108,978	\$ (108,978)	\$ -	w/03A
7	03D	Tilt-Up Concrete Panels	\$ -	\$ 546,572	\$ (546,572)	\$ -	w/03A
8	04B	Cast Stone	\$ 54,000	\$ 54,486	\$ (486)	\$ -	Allowance
9	05A	Structural Steel	\$ 270,668	\$ 453,128	\$ (182,460)	\$ -	Division 5 (-\$150K +/-)
10	05B	Metal Trusses & Framing	\$ 137,519	\$ 133,793	\$ 3,726	\$ -	Division 5 (-\$150K +/-)
11	05C	Misc Metals	\$ 106,508	\$ 79,389	\$ 27,119	\$ -	Division 5 (-\$150K +/-)
12	06A	Rough Carpentry	\$ 143,107	\$ 108,066	\$ 35,041	\$ -	Division 6 (+\$19K +/-)
13	06F	Manufactured Cabinets	\$ 121,206	\$ 137,254	\$ (16,048)	\$ -	Division 6 (+\$19K +/-)
14	07A	Insulation	\$ -	\$ 32,824	\$ (32,824)	\$ -	w/09c
15	07B	Fireproofing & Firestopping	\$ 48,731	\$ -	\$ 48,731	\$ -	Includes Deck
16	07D	Membrane Roofing	\$ 377,444	\$ 266,193	\$ 111,251	\$ -	Includes 07E
17	07E	Metal Roofing	\$ -	\$ 119,953	\$ (119,953)	\$ -	w/07D
18	07H	Caulking & Waterproofing	\$ 46,844	\$ 63,365	\$ (16,521)	\$ -	Division 7 (-\$12K +/-)
19	08A	Doors, Frames & Hardware	\$ 83,402	\$ 73,789	\$ 9,613	\$ -	Includes Fiberglass Doors
20	08B	Aluminum Doors & Frames	\$ 320,485	\$ 276,186	\$ 44,299	\$ 320,485	Added Decorative Panels
21	08C	Special Doors	\$ 5,800	\$ -	\$ 5,800	\$ -	Added Accordion Door
22	09A	Stucco & Plaster	\$ 75,175	\$ 121,544	\$ (46,369)	\$ -	Includes EIFS Banding
23	09C	Drywall	\$ 473,230	\$ 403,673	\$ 69,557	\$ -	Includes Insulation (\$32K from 07A)
24	09D	Tilework & Stone	\$ 50,503	\$ 78,319	\$ (27,816)	\$ -	Division 9 (+\$10K +/-)
25	09E	Acoustical Treatment	\$ 62,771	\$ 86,705	\$ (23,934)	\$ -	Division 9 (+\$10K +/-)
26	09G	Carpet & Resilient Flooring	\$ 198,220	\$ 170,191	\$ 28,029	\$ 198,220	Division 9 (+\$10K +/-)
27	09K	Painting	\$ 81,595	\$ 82,289	\$ (694)	\$ 81,595	Division 9 (+\$10K +/-)
28	10A	General Specialties	\$ 28,034	\$ 27,464	\$ 570	\$ -	+\$35K for Tree
29	10D	Signage	\$ 50,553	\$ 52,619	\$ (2,066)	\$ 50,553	Two Monument Signs
30	10E	Lockers	\$ -	\$ 4,843	\$ (4,843)	\$ -	By Owner
31	10L	Toilet Accessories & Partitions	\$ 12,109	\$ 12,832	\$ (723)	\$ -	TA's by Owner
32	11A	General Equipment	\$ -	\$ 23,307	\$ (23,307)	\$ -	w/10A
33	11C	Audio-Visual Equipment	\$ 6,313	\$ -	\$ 6,313	\$ -	Added Projection Screens
34	21A	Fire Protection	\$ 124,440	\$ 118,810	\$ 5,630	\$ -	Added Entry Coverage
35	22A	Plumbing	\$ 164,779	\$ 160,228	\$ 4,551	\$ 164,779	Added Insulation
36	23A	HVAC	\$ 797,834	\$ 779,175	\$ 18,659	\$ 797,834	Competitive Numbers
37	26A	Electrical	\$ 1,132,782	\$ 1,093,243	\$ 39,539	\$ -	Added A/V Allowance \$36K
38	31A	Earthwork	\$ 384,838	\$ 481,647	\$ (96,809)	\$ -	Combined Site Package (+356K)
39	31C	Dewatering	\$ 25,000	\$ -	\$ 25,000	\$ -	Added Allowance
40	32A	Paving, Curbing & Signage	\$ 436,286	\$ 682,149	\$ (245,863)	\$ -	Combo Package - Not Stand-Alone w/31A
41	32C	Site Improvements / Furnishings	\$ 2,456	\$ 7,127	\$ (4,671)	\$ -	Owner Furnished Items
42	32D	Landscape & Irrigation	\$ 337,561	\$ 304,449	\$ 33,112	\$ 337,561	Added Topsoil
43	32E	Fencing	\$ 30,619	\$ 21,090	\$ 9,529	\$ -	Temp Fencing
44	33A	Site Utilities	\$ 1,066,309	\$ 395,839	\$ 670,470	\$ -	Combo Package - Not Stand-Alone w/31A
45	<b>SUBTOTAL</b>		\$ 9,275,842	\$ 9,006,276	\$ 269,566	\$ 2,169,026	20.6% Estimated OSBA Participation
46	Permits	N/A	By Owner	By Owner	By Owner		
47	General Liability Insurance	1.025%	\$ 108,163	\$ 111,218	\$ (3,055)		
48	Builders Risk Insurance	Quote	\$ 73,241	\$ 73,241	\$ -		
49	Performance Bond	1.000%	\$ 105,525	\$ 108,505	\$ (2,980)		
50	Tax Savings (Allowance)	1.000%	\$ (105,525)	\$ (108,505)	\$ 2,980		
51	Escalation (Allowance)		\$ 300,000	\$ 651,033	\$ (351,033)		
52	Contractor Contingency	3.000%	\$ 292,717	\$ 492,088	\$ (199,371)		
53	Construction Fee	5.000%	\$ 502,498	\$ 516,693	\$ (14,195)		
54	<b>TOTAL PROJECT</b>		\$ 10,552,461	\$ 10,850,550	\$ (298,089)		
55	<b>Cost Per GSF</b>		\$ 341.05	\$ 345.56	\$ (4.51)		

**WEITZ****BUILD IN  
GOOD COMPANY.****Allowances**

(Rev #2)

**Lawrence Road Branch Library**

95%CD GMP

PBC #03222; S&amp;A #2004-45; TWC #F104600

August 13, 2007

Div	Description	GMP 8/13/07	Action & Comments
<b>00</b>	<b>General</b>		
.01	Tax Savings	\$ (105,525.00)	
.02	Escalation	\$ 300,000.00	Schld Mobilization; Aggregate & Steel Markets
.03			
	<b>Subtotal</b>	\$ 194,475.00	
<b>04</b>	<b>Masonry</b>		
.01	Simulated Cementitious Stone	\$ 54,000.00	Drystack Pattern; Dwg #'s A401-A403
.02			
.03			
	<b>Subtotal</b>	\$ 54,000.00	
<b>05</b>	<b>Structural Steel/Misc. Metals</b>		
.01	Misc. Steel	\$ 4,000.00	As Stipulated Dwg #S-5; Steel Note #9
.02			
.03			
	<b>Subtotal</b>	\$ 4,000.00	
<b>08</b>	<b>Openings</b>		
.01	Structural Reinforcement	\$ 7,500.00	As Stipulated Dwg #A104; Note #27
.02	Glass Breakage	\$ 5,000.00	
.03	Accordian Folding Door (includes Structural Support)	\$ 5,800.00	
	<b>Subtotal</b>	\$ 18,300.00	
<b>09</b>	<b>Finishes</b>		
.01	Flooring Barrier Coat	\$ 20,000.00	
.02	Youth Entry Soffit (S Shaped)	\$ 5,500.00	RE: Dwg #'s S-2; ID-5F
.03			
	<b>Subtotal</b>	\$ 25,500.00	
<b>10</b>	<b>Specialties</b>		
.01	Circular Column Cover	\$ -	By Owner (MS-1; RFI #17)
.02			
.03			
	<b>Subtotal</b>	\$ -	
<b>23</b>	<b>HVAC</b>		
.01	Extended Warranty	\$ 7,500.00	Construction Startup to CO
.02			
.03			
	<b>Subtotal</b>	\$ 7,500.00	
<b>26</b>	<b>Electrical</b>		
.01	Audio Visual Equipment (Two Rooms)	\$ 36,000.00	OFCI
.02	Permanent Power Consumption	\$ 30,000.00	HVAC Construction Startup to CO
.03			
	<b>Subtotal</b>	\$ 66,000.00	
<b>31</b>	<b>Earthwork</b>		
.01	Dewatering	\$ 25,000.00	
.02			
.03			
	<b>Subtotal</b>	\$ 25,000.00	
<b>33</b>	<b>Utilities</b>		
.01	Offsite Work	\$ 225,000.00	MOT; Premium Shift Differential; Lighting, etc.
.02			
.03			
	<b>Subtotal</b>	\$ 225,000.00	
	<b>TOTAL</b>	\$ 619,775.00	Included in GMP Value

SCHEDULE 1  
LIST OF PROPOSED "SBE" SUBCONTRACTORS

PROJECT NAME: Palm Beach County Lawrence Road Branch Library PROJECT NO. 03222  
 NAME OF PRIME: The Weitz Company, Inc. PHONE NO: 561-687-4802 FAX NO: 561-681-3302  
 CONTACT PERSON: Dennis Konieczny, Sr. Estimator

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

	Name & Address	Trade	Value
1	Westside Reprographics; Riviera Beach, FL	Printing (Gen Conditions)	\$ 18,000
2	The Weitz Company; West Palm Beach, FL (Various)	Concrete Shell Package	\$ 200,000
3	Palm Beach Glass; West Palm Beach, FL	Aluminum Doors & Frames	\$ 320,485
4	Jack Walsh Carpet & Rugs; West Palm Beach, FL	Carpet & Resilient Flooring	\$ 198,220
5	The Classic Paint Brush; Pompano Beach, FL	Painting	\$ 81,595
6	Baron Sign Manufacturing; Pompano Beach, FL	Signage	\$ 50,553
7	Absolute Plumbing; West Palm Beach, FL	Plumbing	\$ 164,779
8	Horizon Air Conditioning; West Palm Beach, FL	HVAC	\$ 797,834
9	Southeastern Irrigation; Lake Worth, FL (Bermuda Landscaping Design)	Landscape & Irrigation	\$ 337,561
			<b>Total \$ 2,169,026</b>

(Please use additional sheets if necessary)

**Total Bid Price \$ 10,552,461**

**Total % of SBE Participation 20.55%**

- Note:
- 1 The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
  - 2 Firms may be certified by Palm Beach County as an SBE and/or M/WBE.
  - 3 M/WBE information is being collected for tracking purposes only.



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: Federal Insurance No. 8213-15-97 / F&D No. 08785352

BOND AMOUNT: \$10,552,461.00

CONTRACT AMOUNT: \$10,552,461.00 (Contract #R2003-1542: Task #3)

CONTRACTOR'S NAME: THE WEITZ COMPANY, LLC

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

CONTRACTOR'S PHONE: (561) 686-5511

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

SURETY'S ADDRESS: 15 Mountain View Road 3910 Keswick Road  
Warren, NJ 07059 Baltimore, MD 21211

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 2633 Vista Parkway  
West Palm Beach, Florida 33411-5604

OWNER'S PHONE: (561) 233-0281

DESCRIPTION OF WORK: County Branch Library: Construct a new 1-story library (~29,000 sf) using tilt up wall panels; poured-in-place monolithic concrete slabs; modified bitumen & metal roof tile; exterior impact glazing, chilled water system. Site development (~5.2 acres) to include stormwater management & retention pond; underground utility service; roadway, parking & walkway paving, markings & signage; landscaping & irrigation. Traffic control to include two (2) new entries; one @ NW property corner off Lantana Road & other @ SE property corner off Lawrence Road.

PROJECT LOCATION: (Address assignment not yet established) Located on SW corner of Lantana Road & Lawrence Road which is situated off Lantana Road approximately halfway between Military Trail & Congress Avenue in Lake Worth, Florida (Palm Beach County).

LEGAL DESCRIPTION: Parcel #'s 00-42-44-37-00-037-0015; Lots 0016 & 0018; Lake Osborne Subdivision

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

Dollars (\$Ten Million Five Hundred Fifty Two Thousand Four Hundred Sixty One Dollars (\$10,552,461.00)).  
(Here insert a sum equal to the Contract Price)

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 \_\_\_\_\_, 200 \_\_\_\_, entered into a contract with the County for

Project Name: Lawrence Road Branch Library (aka West Lantana Branch Library)  
Project No.: 03222  
Project Description: New Construction - County Branch Library  
Project Location: Lantana Road/Lawrence Road; Lake Worth, Florida

in accordance with Drawings and Specifications prepared by

Slattery & Associates  
2060 NW Boca Raton Blvd, Suite #2  
Boca Raton, Florida 33431  
Phone: (561) 392-3848  
Fax: (561) 392-5402

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 \_\_\_\_\_ (#R2003-1542: Task #3), between Principal and County for construction of Lawrence Road Branch Library, 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.

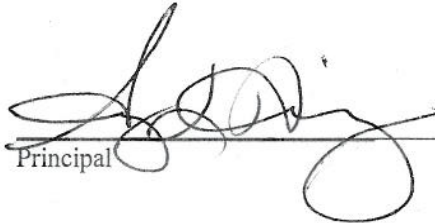
The amount of this bond shall be reduced by and to the extent of any payment or payments made by surety in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented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

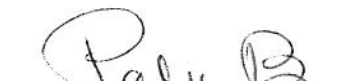
  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
Principal \*\*No Seal\*\*  
(Seal)

Gary L. Hennings, Vice President  
The Weitz Company, LLC


  
\_\_\_\_\_  
Witness

Federal Insurance Company  
Surety (Seal)

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Title Lisa M. Lucas, Attorney-in-fact

Fidelity and Deposit Company of Maryland  
Surety (seal)

  
\_\_\_\_\_  
Title Lisa M. Lucas, Attorney-in-fact

**FORM OF GUARANTEE**

GUARANTEE FOR (Contractor and Surety Name) The Weitz Company, LLC  
1720 Centrepark Drive East, West Palm Beach, FL 33401

Federal Insurance Company, 15 Mountain View Rd., Warren, NJ 07059

Fidelity and Deposit Company of Maryland, 3910 Keswick Road, Baltimore, MD 21211

We the undersigned hereby guarantee that the Lawrence Road Branch Library, Project No. 03222 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                      **\*\*No Seal\*\***  
(Contractor)    (Seal)

By:   
Gary L. Hennings, Vice President  
(Signature)

Fidelity and Deposit Company of  
Maryland

By:   
Lisa M. Lucas, Attorney-in-fact

Federal Insurance Company  
(Surety)    (Seal)

By:   
(Signature)  
Lisa M. Lucas, Attorney-in-fact



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Alameda }

On September 12, 2007 before me, Veronica Ramirez  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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

- 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.



Place Notary Seal Above

Signature Veronica Ramirez  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

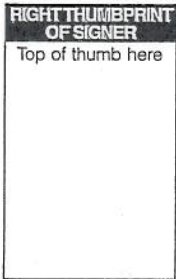
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

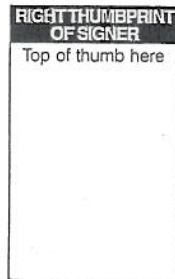
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_



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 September 12, 2007



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*

*Frank E. Martin Jr.*

By:

*Gregory E. Murray Assistant Secretary*

*Frank E. Martin Jr.*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 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



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/19/2007

**PRODUCER** ACIG INSURANCE AGENCY, INC.  
12222 MERIT DRIVE, SUITE 1660  
DALLAS, TX 75251-0000  
(972) 702-9004

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

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	American Contractors Ins. Co. RRG	12300
INSURER B:	ACIG Insurance Company	19984
INSURER C:		
INSURER D:	Zurich American Insurance Company	16535
INSURER E:		

**INSURED** THE WEITZ COMPANY, LLC  
400 LOCUST STREET, SUITE 300  
DES MOINES IA 50309

**COVERAGES**

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

INSR LTR	ADD'L INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A D		<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL07000039	06/01/07	06/01/08	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GLO5849452-00	06/01/07	06/01/08	MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 5,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 5,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea Accident)	\$
		<input 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 type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		AUTOMISCTEXT2348					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC07000088	06/01/07	06/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC07000089	06/01/07	06/01/08	E.L. EACH ACCIDENT	\$ 1,000,000
			WC07000090	06/01/07	06/01/08	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
WEITZ FLORIDA: LAWRENCE ROAD BRANCH LIBRARY (PBC #03222) - F1046. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY COVERAGE. COVERAGE IS PRIMARY AND NON-CONTRIBUTING. WAIVER OF SUBROGATION APPLIES FOR WORKERS COMPENSATION COVERAGE.

**CERTIFICATE HOLDER**  
FACILITIES DEVELOPMENT & OPERATIONS  
CAPITAL IMPROVEMENTS DIVISION  
ATTN: MR. JOHN CHESHER, DIRECTOR  
2633 VISTA PARKWAY  
WEST PALM BEACH, FL 33411-5604

**CANCELLATION** Certificate ID 34,247  
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**  
*Michael J. O'Neill* MICHAEL J. O'NEILL

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
07/19/07

PRODUCER  
Holmes Murphy & Assoc - WDM  
P.O. Box 9207  
Des Moines, IA 50306-9207

1-800-247-7756

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

### INSURERS AFFORDING COVERAGE

INSURED  
The Weitz Company, LLC  
400 Locust Street, Suite 300  
Des Moines, IA 50309

INSURER A: Zurich American Insurance Co.  
INSURER B:  
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								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP9374131-04	06/01/07	06/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER				\$ \$ \$								

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Weitz Florida: Lawrence Road Branch Library (PBC #03222) - F1046. Palm Beach County Board of County Commissioners is included as an Additional Insured.

### CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

### CANCELLATION

Facilities Development & Operations  
 Capital Improvements Division  
 Attn: Mr. John Chesher, Director  
 2633 Vista Parkway  
 West Palm Beach, FL 33411-5604

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

*Neil J. Anderson*

ACORD 25-S (7/97) 577025-2  
6690471

© ACORD CORPORATION 1988

## **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.