

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: October 16, 2007

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Amendment No. 13 to the contract with The Weitz Company, Inc. (R2003-1542) for construction management services for the Governmental Center Elevator Renovation project establishing a Guaranteed Maximum Price (GMP) in the amount of \$2,533,655.

**Summary:** On September 23, 2003, the Board entered into a contract with The Weitz Company for construction management services. Amendment No. 13 is for the Government Center Elevator Renovation Project and establishes a GMP of \$2,589,941 and 820 calendar days to complete the construction. The GMP includes the cost of work, the Construction Manager's fee associated with the work and a contingency of \$76,010. The SBE goal for this contract is 15%. The participation for this project is 0%. There are currently no elevator contractors certified as a small business. When added to the SBE participation to date, The Weitz Company, Inc. achieved 16.8%. **(Capital Improvements Division) District No. 7 (JM)**

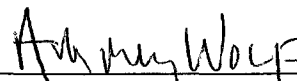
**Background and Justification:** The elevators in the Governmental Center are the original elevators for the building. The current controls and components have reached their useful life expectancy and need to be replaced. This project will also upgrade the elevators to comply with current building codes.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Amendment No. 13

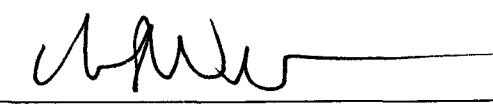
Recommended by:



  
Department Director

9/21/07  
Date

Approved by:

  
County Administrator

10/10/07  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>2,591,705</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u><u>2,591,705</u></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 # ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

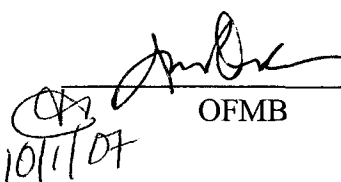
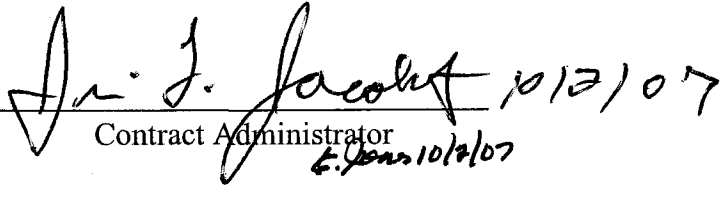
Is Item Included in Current Budget? Yes X No       
 Budget Account No: Fund 3804 Dept 411 Unit B234 Object 4620  
 Reporting Category                     

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

**Construction:** 2,533,655  
**Staff Costs:** 58,050

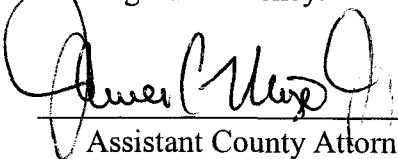
III. REVIEW COMMENTS: 2,591,705

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

 10-1-07  
 OFMB CN 9/27/07
 10/2/07  
 Contract Administrator E. Jones 10/2/07

**B. Legal Sufficiency:**

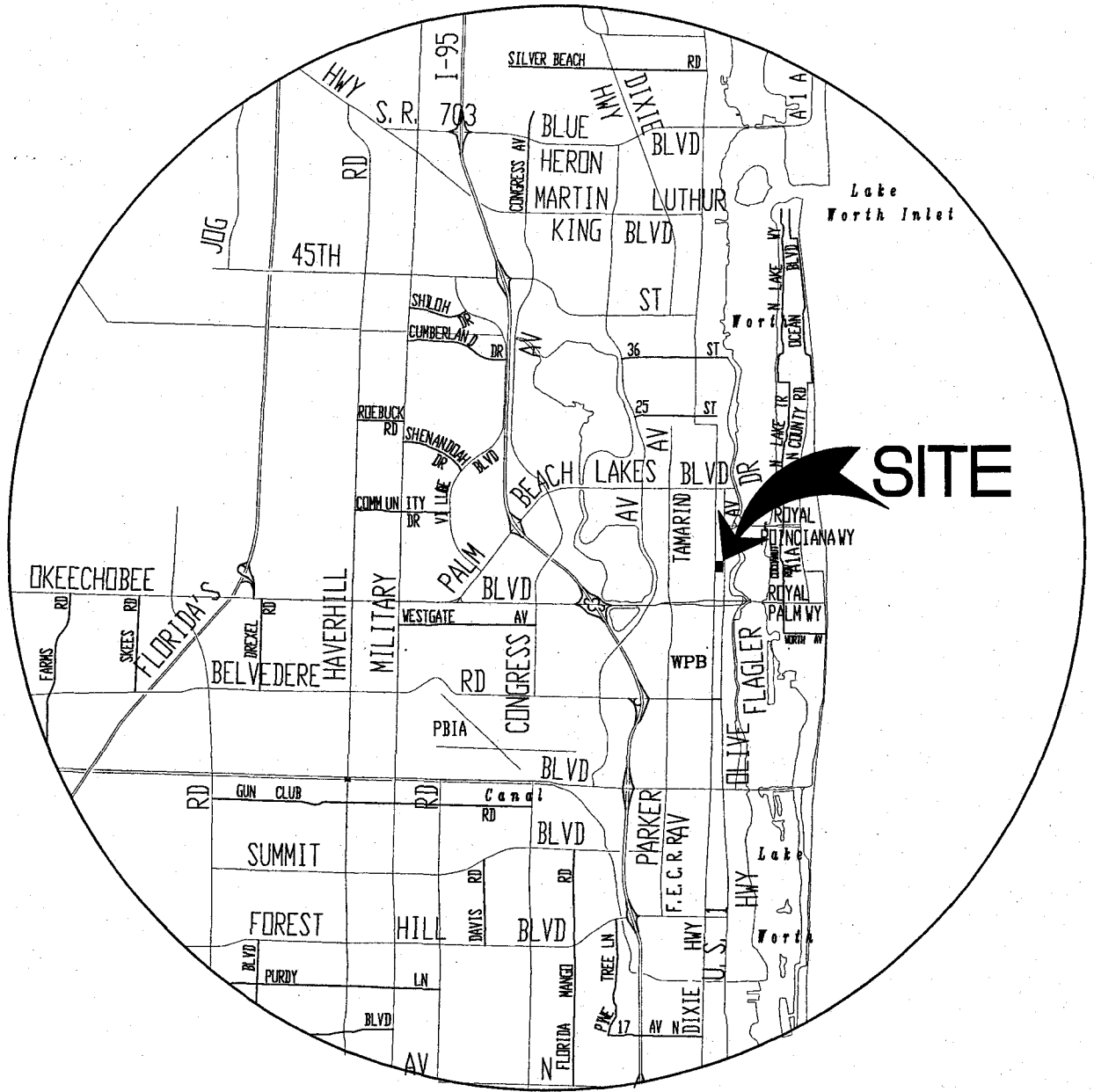
**This amendment complies with our review requirements.**

 10/2/07  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



# LOCATION MAP

**ATTACHMENT # 1**



**AMENDMENT #13 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
GOVERNMENT CENTER ELEVATOR UPGRADES  
PROJECT NO. 05207**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated September 23, 2003 (R-2003-1542) 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 **\$2,533,655.00** for the construction costs of upgrading the Government Center elevators. Refer to Exhibit A. The Weitz Company "GMP Budget Proposal" was prepared using the Gartek Engineering Corporation documents dated March 13, 2002 and the KONE Elevator proposal dated July 18, 2007.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **820** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$113/day for failure to complete within the contract time or approved extension thereof.

**ATTACHMENT #3**

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

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

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

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

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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: Anthony Wolf  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

Marie Salt  
Signature

CONSTRUCTION MANAGER:

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

September 11, 2007

Ms. Karen Arndt, 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: **Government Center Elevator Upgrade**  
GMP Proposal (Rev #2.1)  
PBC #05027; TWC #F000124

Dear Ms. Arndt:

The Weitz Company is pleased to present our "GMP Budget Proposal" for your approval. The proposal was prepared using the GARTEK Engineering Corporation documents dated March 13, 2002 and received January 24, 2006.

The GMP consist of the Weitz bid estimate summary, clarifications, project schedule and KONE Elevator proposal dated July 18, 2007 which have been attached for your review.

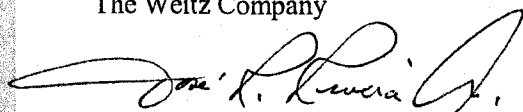
The total project cost is Two Million Five Hundred Thirty Three Thousand Six Hundred Fifty Five Dollars (\$2,533,655.00).

The GMP project value reflects a twenty-seven (27) month work schedule (820 calendar days) & is based on receiving a "Notice to Proceed" no later than October 17, 2007. Any delay will be subject to further cost review.

SBE participation & Owner Direct Purchase Tax Savings are not achievable on this project.

The Weitz Company appreciates this opportunity.

Sincerely,  
The Weitz Company



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



**BUILD IN  
GOOD COMPANY.**

**Estimate Summary**  
(Rev #2)

**PBC Government Center Elevators Upgrade**  
PBC #05027; TWC #F000124  
August 16, 2007  
GMP Proposal

Item No.	Bid Ticket	Trade Description	GMP Rev #2 (08/16/07)	GMP (04/20/06)	Variance	Comments	
1	01A	Construction Management	\$ 357,898	\$ 60,546	\$ 297,352	Onsite Staff Adjustments	
2	01C	General Conditions	\$ 22,660	\$ 128,036	\$ (105,376)	Onsite Staff Adjustments	
3	06A	Carpentry	\$ 53,460	\$ -	\$ 53,460	Scope/Vendor Change	
4	14A	Elevators	\$ 1,584,587	\$ 984,246	\$ 600,341	Escalation; Scope/Vendor Change	
5	21A	Fire Suppression	\$ 13,829	\$ 13,703	\$ 126	Escalation	
6	26A	Electrical	\$ 68,035	\$ 58,870	\$ 9,165	Escalation	
<b>SUBTOTAL</b>			<b>\$ 2,100,470</b>	<b>\$ 1,245,401</b>	<b>\$ 855,069</b>		
		Permits	N/A	\$ -	\$ -	\$ -	Included in 14A (Elevator ONLY)
		Preconstruction Services	YTD	\$ -	\$ -	\$ -	Included in 01A
		General Liability Insurance	1.03%	\$ 25,970	\$ 13,139	\$ 12,831	
		Builders Risk Insurance	Quote	\$ 4,860	\$ -	\$ 4,860	ONLY Elevator Upgrade; Work classification - "Remodeling Category"
		Performance Bond	1.00%	\$ 25,337	\$ 12,302	\$ 13,035	
		Tax Savings	NA	\$ -	\$ -	\$ -	N/A - Florida Attorney General rejects materials incorporated into a finished system
		Escalation	3.00%	\$ 76,010	\$ -	\$ 76,010	27 month project duration
		Contractor Contingency	3.00%	\$ 76,010	\$ 127,084	\$ -	
		Construction Fee	Quote	\$ 225,000	\$ 139,793	\$ 85,207	
<b>TOTAL PROJECT</b>			<b>\$ 2,533,655</b>	<b>\$ 1,537,719</b>	<b>\$ 1,047,011</b>		



**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: Federal Bond No. 8213-16-00/F&D Bond No. 08785353

BOND AMOUNT: \$2,533,655.00 \_\_\_\_\_

CONTRACT AMOUNT: \$2,533,655.00 (Contract #R2003-1542: Amendment #13)

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 Rd.      3910 Keswick Rd.  
Warren, NJ 07059      Baltimore, MD 21211

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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: Upgrade/modernize six (6) passenger elevators in twelve-story Palm Beach County owned building.

PROJECT LOCATION: 301 North Olive Avenue; West Palm Beach, Florida 33401; Palm Beach County.

LEGAL DESCRIPTION:  
Parcel Control Number: 74-43-43-22-12-008-0010; Subdivision: RAILWAY ADD TO WPB IN;  
Official Records Book: 03557; Page: 1892; Legal Description: RAILWAY ADDITION LOTS 1  
TO 18 INC & ABNDED 2ND ST LYG S OF & ADJ THERETO BLK 8

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 (\$) Two Million Five Hundred Thirty Three Thousand Six Hundred Fifty Five Dollars (\$2,533,655.00)  
(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: Government Center Elevator Upgrades  
Project No.: PBC #05207; TWC #F000124  
Project Description: Upgrade/modernize six (6) passenger elevators  
Project Location: 301 North Olive Avenue; West Palm Beach, FL 33401

in accordance with Drawings and Specifications prepared by

Gartek Engineering Corporation  
7252 SW 39<sup>th</sup> Terrace  
Miami, Florida 33155  
Phone: (305) 266-8997  
Fax: (305) 264-9496

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: Amendment #13), between Principal and County for construction of Government Center Elevator Upgrades, 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.

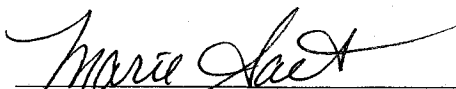
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

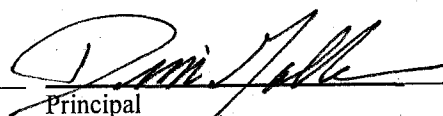
The amount of this bond shall be reduced by and to the extent of any payment or payments made by surety in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented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

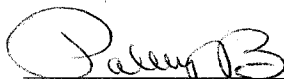
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.03, Florida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

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


  
\_\_\_\_\_  
Witness

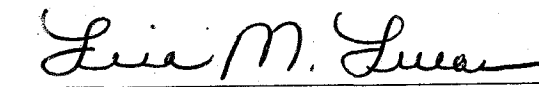
  
\_\_\_\_\_  
Principal \*\*No Seal\*\*  
(Seal)


Dennis Gallagher, 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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Alameda

On September 17, 2007 before me, Veronica Ramirez

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

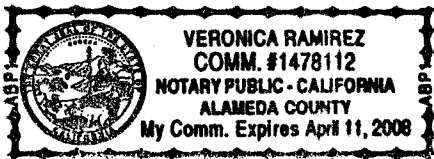
personally appeared Lisa M. Lucas

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: Public Construction Bond

Document Date: September 17, 2007

Number of Pages: 3

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

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

Signer's Name: Lisa M. Lucas

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: Federal Insurance Company

Signer's Name: Lisa M. Lucas

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

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer Is Representing: Fidelity and Deposit Company of Maryland



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Alameda



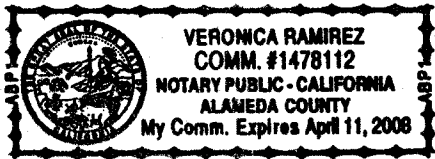
On September 17, 2007 before me, Veronica Ramirez  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

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**

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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: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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

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

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

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 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 17, 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



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

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

**CERTIFICATE**

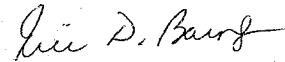
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this 17th day of September, 2007



*Assistant Secretary*

# ACORD EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
9/17/2007

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

<b>PRODUCER</b> Construction Surety and Insurance Services, LLC 400 Locust Street, Suite 300 Des Moines IA 50309 Mark A. Mallonee		<b>PHONE (A/C, No, Ext):</b> 515-471-3954		<b>COMPANY</b> ACE Fire Underwriters Insurance Company	
<b>CODE:</b> AGENCY CUSTOMER ID #: INSURED		<b>SUB CODE:</b>		<b>LOAN NUMBER</b> POLICY NUMBER 120796698 003	
The Weitz Company, LLC Capital Square 400 Locust St., Suite 300 Des Moines, IA 50309		<b>EFFECTIVE DATE</b> 06/01/2007		<b>EXPIRATION DATE</b> *See Below	
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED		THIS REPLACES PRIOR EVIDENCE DATED:	

**PROPERTY INFORMATION**  
LOCATION/DESCRIPTION

**Project:** Government Center Elevator Upgrades, 301 North Olive Avenue, West Palm Beach, FL 33401  
**Start Date:** 10/31/07 **Completion Date:** 1/14/10 **Contract Amt:** \$2,533,655 **Type of Construction:** Tenant Improvement

\*Expiration Date: Earlier of Substantial Completion or 1/14/10

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Project Limit Builders Risk - "All-Risk" Coverage, Replacement cost with like, kind, & quality  Flood: \$25,000,000 occurrence/annual aggregate, except \$5,000,000 occurrence/annual aggregate for projects in Flood Zone A & V Flood Deductibles: \$25,000; except Zone B - \$250,000; Zone A & V - \$500,000 minimum  Earthquake: \$25,000,000 occurrence/annual aggregate \$5,000,000 occurrence/annual aggregate for California & Zone 1 \$10,000,000 occurrence/annual aggregate for Pacific Northwest & New Madrid Earthquake Deductible: \$25,000 except: Pacific Northwest & New Madrid, 2% VATOL, with \$100,000 minimum deductible All California & Zone 1, 5% VATOL with \$250,000 minimum deductible  Coastal Windstorm: All Florida interior counties, \$15,000,000 with 3% VATOL, \$250,000 minimum deductible All Florida coastal counties, \$15,000,000 with 5% VATOL, \$250,000 minimum deductible All other coastal counties from TX to NC, \$15,000,000 with 2% VATOL, \$100,000 minimum deductible All other windstorms, \$60,000,000 with \$10,000 deductible Includes Property in Transit, Property at a location other than the job site	Completed Value	\$ 10,000 AOP
	\$1,000,000	\$ 10,000

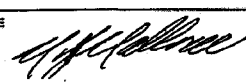
**REMARKS (Including Special Conditions)**

It is hereby agreed that Palm Beach County Board of County Commissioners is included as Additional Insured under the Builder's Risk policy as respects work performed by the named insured on the referenced project.

To the extent by the contract or subcontract for the project, and then only as their respective interests may appear, all owners and subcontractors of every tier are recognized as Additional Insureds.

**CANCELLATION**  
 THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 60 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

**ADDITIONAL INTEREST**

NAME AND ADDRESS Facilities Development & Operations Capital Improvements Division Attn: Mr. John Chesher, Director 2633 Vista Parkway West Palm Beach, FL 33411-5604	<input checked="" type="checkbox"/> MORTGAGEE	<input checked="" type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	LOAN #
AUTHORIZED REPRESENTATIVE  Mark A. Mallonee		

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/17/2007

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.

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

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:	

## 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>	GL07000039	06/01/07	06/01/08	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GLO5849452-00	06/01/07	06/01/08	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 5,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 5,000,000
		<b>AUTOMOBILE LIABILITY</b>				PRODUCTS - COMP/OP AGG \$ 5,000,000
		<input type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Ea Accident) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> NON-OWNED AUTOS				
		AUTOMISCTEXT2584				
		<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 <input type="checkbox"/> OTHER
		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
		<b>OTHER</b>				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WEITZ FLORIDA: GOVERNMENT CENTER ELEVATOR UPGRADES (PBC #05207) - F000124. 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 34,483

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)  
09/17/07

**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"/> PRO-JECT <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: Government Center Elevator Upgrades (PBC #05207) - F000124. 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

*Nigel Henderson*

ACORD 25-S (7/97) 577025-2  
7009778

© 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.