3H-1

Agenda Item #:

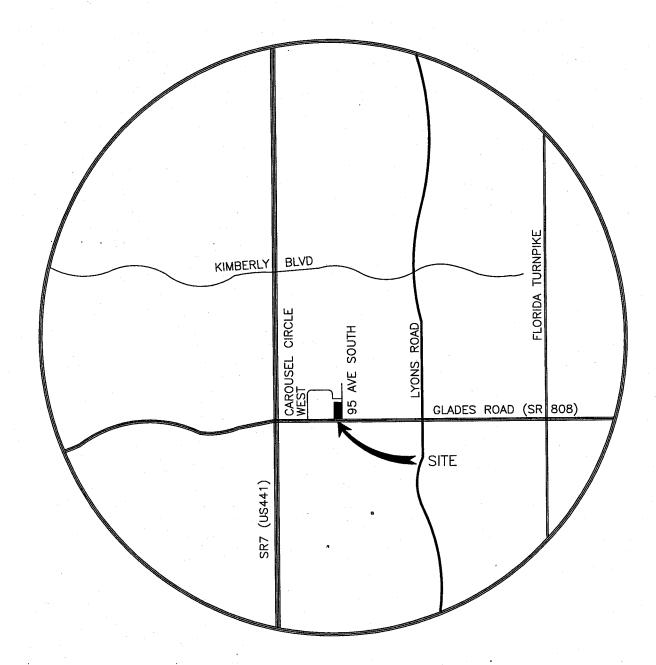
# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: September 1, 2009	9 [X] Consent [ ] Workshop	[ ] Regular [ ] Public Hearing
Department: Facilities Developme	ent and Operations	
	I. EXECUTIVE BRIEF	· · · · · · · · · · · · · · · · · · ·
The Weitz Company (R2007-1105)	) in the amount of \$1,96 h Library establishing a G	Amendment No. 2 to the contract with 7,060 for construction management Guaranteed Maximum Price (GMP) for
completion of the building renovation the cost of work, the construction may Valorem Tax revenue taken from L Library Expansion Program Fund to Program II. The Small Business	n work for the Glades Ro anager's fee and a contin Library Operating Funds o supplement the shortfal Enterprise (SBE) goal f	967,060 and 180 calendar days to ad Branch Library. The GMP includes gency. The project is funded with Ad transferred and accumulated in the lin funding for the Library Expansion or this contract is 15%. The Weitz apital Improvements Division) District
in which the CM provides design phasalternate designs, system and number subcontracts for construction. The variety of the project. This Amendment establish	ase assistance, evaluation materials, and serve as Weitz Company has prov hes a GMP for the proje Te County's Master Polic	M) at Risk is a project delivery method n of cost, schedule and implications of General Contractors issuing the ided pre-construction services on this ect. Builder's Risk insurance for this cy. Renovation of the Glades Road e Library Expansion II Program.
Attachments: 1. Location Map 2. Budget Availability Statemen 3. Amendment No. 2	nt	
Recommended by	AM My Work Department Direc	Υ∫ιο∫ο <b>η</b> tor Date
Recommended by:	County Administr	DI Jo5

#### II. FISCAL IMPACT ANALYSIS

A. Five Year Summary o	f Fiscal Impa	act:			
Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match (County) NET FISCAL IMPACT	2009 \$2,025,060  () \$2,025,060	2010 0 0 0 0	2011 0 0 0 0	2012 	2013 0 0 0 0
# ADDITIONAL FTE POSITIONS (Cumulative)		-			
Is Item Included in Current Budget Account No: Fund Repor	t Budget? Ye I <u>3751</u> ting Category	Dept_321_	Unit <u>L0</u>	<u>54</u> Obje	ect <u>6502</u>
B. Recommended Source	s of Funds/S	ummary of Fis	scal Impact:		
This project was planned other projects. The fundament each year for transfer to	iding for this p	project was pa	irt of the Libra	ary's operatin	g funds budgeted
Ad Valorem Tax Re	evenue	Constructior Staff Charge Builder's Ris	es \$45,0 sk <u>\$13,</u> 0		
Fiscal Review Augustini	a D. Gardner	<i>Educ</i> , Chief Financ	cial Officer		
	III. <u>R</u>	REVIEW COM	MENTS:		
A. OFMB Fiscal and/or C	ontract Devel	opment and (	Control Comr	nents:	
na h OFMB dink	8/12/09 9 (1/8/14/09		Atract Admin	Jacob Strator Jenes 8/24	<u>l)24)09</u>
Legal Sufficiency:  Assistant County Attorn	1 8/4/	9		ndment complies w requirements.	,
C. Other Department Revi	iew:			•	
Department Directo	r )				

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



SEC. 18, TWP. 47S, RNG. 42E

## LOCATION MAP



ATTACHMENT # !

# FACILITIES DEVELOPMENT & OPERATIONS BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/21/09 REQUESTED BY: Karen	Arndt PHONE: 233-0208 FAX: 233-0270				
PROJECT TITLE: Glades Road Branch Library	PROJECT NO.: 03211				
ORIGINAL CONTRACT AMOUNT:	BCC RESOLUTION#:				
REQUESTED AMOUNT \$1,967,060	DATE:				
CSA or CHANGE ORDER NUMBER: Amendment No. 2	2				
CONSULTANT/CONTRACTOR: The Weitz Company					
PROVIDE A BRIEF STATEMENT OF THE SCOP CONSULTANT/CONTRACTOR:	E OF SERVICES TO BE PROVIDED BY THE				
Contract Award					
CONSTRUCTION PROFESSIONAL SERVICES	\$1,967,060				
STAFF COSTS** (Design/Construction Phase) MISC. (permits, prints, advertising, etcetera)	\$45,000 \$13,000 (builder's risk) \$2,025,060				
** By signing this BAS your department agrees to these staff co BAS by FD&O. Unless there is a change in the scope of work,  BUDGET ACCOUNT NUMBER (IF KNOWN)	ests and your account will be charged upon receipt of this no additional staff charges will be billed.				
FUND: DEPT: 321 UNIT: LOS4 FUNDING SOURCE (CHECK ALL THAT APPLY):	OBJ: 6502				
(CHECK ALL IMAI APPLY):	□ AD VALOREM □ OTHER □ FEDERAL/DAVIS BACON				
BAS APPROVED BY FAILURAS SELECTION OF THE PROVED BY FAILURAS SELECTION OF THE PROPERTY OF THE	DATE: 7/28/09				
RECEIVED CAPITAL IMPROVEMENTS DIV.					
JUL 28 ZUUY					
Revised 03/30/04	SATURANT R. ALL PAR L.				
	ATTACHMENT # 2				

#### AMENDMENT #2 TO CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES GLADES ROAD BRANCH LIBRARY PROJECT NO. 03211

WHEREAS, the Owner and Construction Manager, <u>The Weitz Company</u>, acknowledge and agree that the Contract between Owner and Construction Manager 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 services 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 \$1,967,060.00 for the Glades Road Branch Library Project. Refer to Exhibit "A".

(2) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete this work within one hundred eighty (180) calendar days of receiving the Notice to Proceed. Should the Contractor (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is \$375 per day through the date of certification of Substantial Completion.

(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,

**ATTACHMENT #3** 

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:	PALM BEACH COUNTY BOARD, FLORIDA
SHARON R. BOCK, CLERK & COMPTROLLER	Political Subdivision of the State of Florida BOARD OF COUNTY COMMISSIONERS
By:	Ву:
Deputy Clerk	John F. Koons, Chairman
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
Ву:	By: Anny Worf
County Attorney	Director - FD&O
WITNESS: FOR CONSTRUCTION MANAGER	CONSTRUCTION MANAGER:
SIGNATURE COOL	INSERT COMPANY NAME
Signature	Signature
Diane M. Crook	Chutou Carrison
Name (type or print)	Name (type or print)
	Vice President
	Title
	(Corporate Seal)



## 100% CD Estimate REV 02

Project Name: Job Number

Estimate Date:

**PBC SW Regional Library** 

F000143

17JULY2009

Gross Area (GSF):

Estimate Status:

24,000

100% CD Estimate

Addenda:

0

ine	Bid Ticket	Trade Description		100	% CD Estimate	50	% CD Estimate	C	Costs per Sqft
lo.	04.8	Construction Management		\$	171,555	\$	162,900	\$	7.1
	01A	General Conditions		\$	14,055	\$	20,940	\$	0.5
	01B	<del>                                     </del>		\$		\$	64,118	\$	2.6
	02A	Demolition Allowance		\$		\$	6,350	\$	0.2
	03A	Concrete Formwork - Allowance		\$	-,	\$	1,750	\$	0.0
	04A	Masonry		\$		\$	15,600	\$	1.1
	06A	Rough Carpentry		\$		\$	143,288	\$	4.0
	06E	Millwork		\$	187,775	\$	200,000	\$	7.8
3	07D	Membrane Roofing		\$	4,304	\$	4.304	\$	0.1
)	07H	Caulking & Waterproofing			24,059	\$	20,435	\$	1.0
10	08A	Doors, Frames & Hardware		\$		\$ \$	4,532	\$	0.3
11_	081	Windows	···	\$	6,411	\$	5,000	\$	0.
12	09A	Stucco - Allowance		\$	6,000		60,000	\$	2.
13	09C	Drywall		\$	52,363	\$	49,151	\$	2.
14	09D	Tilework & Stone		\$	56,079	<del></del>	43,645	\$	2.
15	09E	Acoustical Treatment		\$	66,331	\$	90,562	\$	3.
16	09G	Carpet & Resilient Flooring		\$	90,234	\$		\$	1.
17	09K	Painting		\$	40,296	\$	38,875	\$	0.
18	10A	General Specialties		\$	10,734	\$	13,789	\$	0.
19	10C	Louvers/Vents/Grilles - Allowance		\$	1,000	\$	1,000	\$	1.
20	10D	Signage		\$	37,230	\$	35,592	├	0
21	10L	Toilet Accessories & Partitions		\$	16,565	\$	12,804	\$	1
22	21A	Fire Protection		\$	33,704	\$	33,704	\$	
23	22A	Plumbing		\$	27,892	\$	23,770	\$	1
24	23A	HVAC		\$	324,335	\$	333,311	\$	13
25	26A	Electrical		\$	340,482	\$	330,839	\$	14
26	32A	Paving, Curbing & Signage		\$	46,824	\$	41,463	\$	. 1
27	32D	Landscape - Allowance		\$	10,000	\$	10,000	\$	0
	SUBTOT	AL		\$	1,753,993	\$	1,757,722	\$	73
	Permits				By Owner	1	By Owner		
	1	ability Insurance 1.	.025%	\$	20,162	\$	20,966		
l	i i	•	.675%		By Owner	\$	4,000		
			ach	<b> </b> \$	25,000	ļ	By Owner	1	
	Performan		.000%	\$	19,671	\$	19,873		
	1	ico Bona	.000%	\$		\$	-		
	ı	gs (/ morranos)	.000%	\$	54,565	\$	90,128	3	
	Constructi	Contingoney	.000%	\$	93,670	\$	94,634	닠	
Н		PROJECT		\$	1,967,060	\$	1,987,324		
<u> </u>	Cost Pe			<b> </b> s	81.96	\$ \$	82.8	7	

Southwest Regional Library (aka Glades Road Branch Library)

100% CD Estimate REV 01 PBC #03211; PGAL #718.05039 TWC #F000143 July 09, 2009

The Weitz Company 100% CD REV 01 GMP Estimate is based on PGAL Architects, InDesign, Inc. project documents and Specifications dated April 27, 2009. Unless otherwise already specifically noted, any/all changes having cost impact will be presented to Owner for approval.

**Division 01 - General Requirements** 

Project 100% CD REV 01 Estimate based on NTP release no later than August 31<sup>st</sup>, 2009.

2. Project 100% CD REV 01 Estimate based on Building Permit release no later than August 31st, 2009.

3. Project 100% CD REV 01 Estimate based on mobilization no later than August 31st, 2009 – delays subject to further cost review.

4. Project 100% CD REV 01 Estimate based on estimates that may have used electronic/digital measuring devices; basis of proposal is that drawings are accurately drawn to scale; where noted, written dimensions taken precedence over scale dimensions.

5. Project duration is scheduled for six (6) months.

6. Project schedule per attached 07/06/09 "data date" schedule.

7. Project schedule includes five (5) working days for inclement weather delays.

8. Project schedule includes four (4) working days for Contractor holiday period.

9. Project schedule based on Contractor ability to maintain unlimited access to project site.

10. Work to be performed Monday thru Friday; 7:00AM to 3:30PM; after-hours; weekend and/or holiday work excluded.

11. 100% CD REV 01 Estimate excludes 95% CD Review Comments 1 thru 35 dated March 23<sup>rd</sup>, 2009.

12. CM's review is made in the CM's capacity as a CM & not as a licensed design professional. CM is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, & rules or regulations. If applicable, design errors or omissions noted by the CM shall be reported promptly to the Architect.

13. Hurricanes represent an intermittent and significant weather impact. As such they are not contemplated in the Schedule or in the GMP. All cost to prepare and recover from the storm will be reimbursed by change order. In addition Weather Days will be granted for the impact beginning with the time the Contractor begins preparation for the Hurricane (which may be in advance of the declaration of a watch or warning) based on the Contractor's judgment of the length of time required to adequately prepare. The impact to the project will continue through the recovery from the Hurricane. This impact will continue until over 50% of the workforce has returned to the Site, utility service is available, governmental inspections are being performed, and all recovery activities are complete. Impact may also include delays due to manufacturing or delivery of products for the Project at remote locations suffering hurricane damage. In the event of significant damage, the overall impact will be evaluated by review of the recovery activities on the Critical Path of the Schedule.

14. Builder's Risk Insurance cost is by Owner.

15. Builder's Risk Insurance deductible has been included in the GMP (\$25,000 for one (1) occurrence only).

16. General Liability Insurance and Performance Bond are included in GMP.

17. Permits (Environmental, Building, DOT, FAA, etc.) are excluded.

18. CAD format drawings (if required by Owner) to be provided to CM at no cost for Subcontractor shop drawings and as-builts.

19. Wildlife preservation, special easement agreements or other accessibility issues with neighboring property owners or governing agencies are excluded.

20. Contractor contingency (3%) of all construction costs included. Project contingency is allocated for total project and may be distributed as deemed necessary by the CM & approved by Owner. Subtotals for individual phases are for illustrations purposes only and does not constitute limitations.

 Owner to provide unoccupied, clean, free of debris/ equipment/ furniture/books etc. space during demolition and construction. Owner to coordinate with Contractor for any modifications.

### Southwest Regional Library (aka Glades Road Branch Library)

100% CD Estimate REV 01

PBC #03211; PGAL #718.05039 TWC #F000143

July 09, 2009

#### **Division 02 - Demolition/Abatement**

Abatement/removal of any/all hazardous and/or unsuitable materials, including but not limited to contaminated soils; rocks/boulders; buried fuel tanks are not anticipated & thereby excluded.

Removal/modifications/replacement/repair of any/all existing systems and/or structures, including but not limited 2. to fencing; irrigation; utilities, etc. excluded.

Specification sections 02070 1.4 C, 02070 1.4 D, 01070 1.7 A, and 02070 3.7 D 3 excluded. 3.

#### Division 03 - Concrete

- Allowance of \$6,350 included for miscellaneous patching & repairs.
- 2. Testing by Owner.
- 3. Specification sections 03000 3.6 C & D, and 03346 1.7 A excluded.
- Hardeners and sealers excluded. 4.

#### **Division 04 - Masonry**

Specification section 04200 4.1 A 1 excluded.

#### **Division 05 - Metals**

- Roof decking, structural bridging for roof equipment is excluded.
- Allowance of \$6,000 included for roof ladder.

#### **Division 06 - Wood, Plastics & Composites**

- Existing molding / fascia @ new tanding seam roofing to remain.
- 2. Refinishing of existing 2' x 4' wood display excluded.
- 3. Allowance of \$10,000 included for chair rail.
- Plywood roof sheathing is included with  $5/8^{\prime\prime}$  CDX board. 4.
- 5. FSC excluded.
- 6. AWI certification excluded.
- 7. Staining of existing furniture excluded.
- 8. Particle board excluded.
- 9. Mock Up excluded.

#### **Division 07 - Thermal & Moisture Protection**

- Roofing by Firestone.
- Metal Standing Seam Roofing to be 24 gauge Kynar-500 galvanized metal roof system. 2.
- Insulation (3" ISO) above existing metal decking of standing seam roof is included. 3.
- Aluminum coping and scuppers included. 4.
- 5. Remove and replace existing coping included.
- Walkway Pads excluded. 6.
- 20-year warranty included. 7.
- Moisture survey of existing lightweight concrete roof is excluded. 8.
- Any replacement of the lightweight concrete deck is excluded. 9.
- Removal and replacement of existing perimeter joint sealant at exterior windows, storefronts, and hollow metal 10. door frames, with two part polyurethane sealant included.
- Removal and replacement of existing perimeter caulking of sidewalk to building, with two part polyurethane is 11. included.

#### **Division 08 - Openings**

- FSC excluded.
- Removal and replacement of blacked out windows (1/4" tempered non-impact standard tinted) included.
- Hollow metal frame borrowed lites are included.

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Page 2 of 5

### Southwest Regional Library (aka Glades Road Branch Library)

100% CD Estimate REV 01

PBC #03211; PGAL #718.05039 TWC #F000143

July 09, 2009

Existing storefront to remain.

#### Division 08 - Openings (continued)

Hollow metal doors and frames by Fleming.

Interior wood doors will plain slice cherry - factory finish. (5-ply Algoma). 6.

Door Mark 126B will have to be shuttered for hurricane protection. The size of door prohibits hurricane rating. 7. The maximum height of door can only be 96". Shuttered protection is excluded.

Allowance of \$6,000 for overhead door in lieu of hurricane protection for door mark 126B. 8.

#### Division 09 - Finishes

Allowance of \$6,000 included for Stucco patching at new exterior double doors / repairs at mechanical room.

Wall finish "Level 4" maximum included. 2.

Allowance of \$6,000 included for Drywall "patching" of existing walls. 3.

R-19 insulation above ceiling tile included. 4.

Refinishing of existing doors will include sanding and re-varnishing on site. 5.

Installer qualifications per specifications excluded. 6.

- Painting of existing / remaining diffuser excluded. 7.
- 8. Painting of existing exterior light poles is excluded.
- All ceramic floors are to be installed by method of thin-set. 9.
- Minor floor prep is included after the demo of existing floors. 10.

#### **Division 10 - Specialties**

- Marker & Tack boards excluded.
- Rugs & Mats excluded. 2.
- Reupholstering of existing fabric panels is excluded. Allowance of 4,800 for new panels is included. 3.
- 4. "Facelift" of existing exterior monument sign included.
- 5. Installation of owner supplied specialties excluded.
- 6. 7. Flagpole excluded.
- Allowance of \$4,000 for Allen's Custom Framing mirrors.
- 8. Cost for a new book drop box is excluded.
- Five (5) new fire extinguishers included. 9.
- Install cost only for Two (2) new 10' x 12' projections screens. Screens will be furnished by Owner/Vendor. 10.
- Allowance of \$3,000 included for corner guards. 11.
- Allowance of \$1,000 to cover existing opening in mechanical rooms. 12.
- Eight (8) each solid plastic toilet partitions by AMPCO included. 13.
- Toilet accessories by Bobrick are as follows: 14.
  - a. Four (4) each 36" grab bars
  - b. Four (4) each 42" grab bars
  - One (1) each Mop Holder c.
  - Six (6) each 24" x 48" fixed tilt mirror d.
  - Two (2) each 22" x 44" angle mirror
  - Four (4) each wall mounted soap dispenser
  - Six (6) each lavatory mounted soap dispenser
  - Ten (10) each toilet tissue dispenser
  - Six (6) each sanitary napkin disposal
  - One (1) each napkin / tampon dispenser
  - Four (4) each 2 gallon paper towel dispenser and waste receptacle
  - Two (2) each 12 gallon paper towel dispenser and waste receptacle
  - m. Two (2) each baby changing station

### Southwest Regional Library (aka Glades Road Branch Library)

100% CD Estimate REV 01 PBC #03211; PGAL #718.05039 TWC #F000143 July 09, 2009

#### **Division 11 - Equipment**

Not Applicable

#### **Division 12 - Furnishings**

- Window treatment excluded. 1.
- All library furniture/bookshelves are by Owner. 2.

#### **Division 13 - Special Construction**

Not Applicable

#### **Division 14 - Conveying Equipment**

Not Applicable

#### **Division 21 - Fire Suppression**

- White semi-recessed, quick response heads for new locations.
- Painting or cleaning of existing pipe is excluded.
- Raising, lowering or relocating of existing main sprinkler pipe is excluded. 3.
- Heads in finished ceilings will be geometrically aligned, but not necessarily centered on the ceiling tile. 4.
- No sprinkler piping modifications in Rooms 100, 101 and 102 (Main Public Entrance and Lobby). 5.
- Adjusting the location of the fire riser main is included for new HM double door entry. Underground work for existing conduits relocation is excluded.

#### **Division 22 - Plumbing**

- Plumbing fixtures are to be replaced with new Commercial Grade, white in color with chrome-plated trim.
- TWC included the following fixtures:
  - a. Two (2) water closets ADA with flush valves.b. Six (6) water closets with flush valves.
  - c. Four (4) wall hung lavatories ADA with sensor faucets.
  - Six (6) drop-in lavatories with sensor faucets. d,
  - Three (3) urinals with flush valves.
  - One (1) Bi-level water cooler with chiller.
  - One (1) single water cooler.
  - Two (2) trap primers.
- Testing, repairs or replacement of existing interior wall or underground piping system is excluded. 3.

#### <u>Division 23 - HVAC</u>

- Services of a certified test and balance agency for air and water side balancing is included.
- Rental or spot coolers or package units for temporary cooling is excluded.
- All wind-load or other compliance calculations required for the installation of any roof-mounted mechanical equipment is excluded.

#### **Division 25 - Integrated Automation**

See Div #26.

#### <u> Division 26 - Electrical</u>

- Security/intrusion alarm system is included.
- New fire alarm. 2.
- Audio/visual system is excluded. Install only provided for Owner furnished equipment. 3.
- Conduit with pull string only for communications system. 4.
- New lighting protection system as specified.

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Page 4 of 5

## Southwest Regional Library (aka Glades Road Branch Library)

100% CD Estimate REV 01 PBC #03211; PGAL #718.05039 TWC #F000143 July 09, 2009

Rework of existing panels.

Allowance of \$112,000 for lighting package is included. 7.

Independent four-corner light fixture support is excluded. 8.

#### **Division 31 - Earthwork**

Not Applicable

#### **Division 32 - Exterior Improvements**

3/4" asphalt overlay included.

Removal and repining of existing parking bumpers included. 2.

3.

Thermoplastic asphalt stripping included.
Allowance of \$10,000 for landscape repair included.

5. Irrigation excluded.

Signage outside of parking boundaries excluded.

#### **Division 33 - Utilities**

Not Applicable

## SCHEDULE 1 LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

ME OF GENERAL CONTRACTOR:	The Weitz Co	mpany			CON	TACT PE	RSON: <u>Lui</u>	s Valencia		PHONE NO:	561-686-5511
	PLE	ASE IDENTIFY	ALL A	APPLIC/	ABLE	CATEGO	RIES OF SI	UBCONTRACTORS	<u> </u>		
	(Check one or	both Categories)						Subcontract Amount			
Name, Address and Phone Number	Minority Business	Small Business		Black	``	ŀ	lispanic	Women		Caucasian	Other (Please Specify
		X	\$	• • •		\$		\$	\$		\$3,966
1.Palm Beach Glass			<del> </del> -								
		X	\$			\$		\$	\$		\$35,000
2.Baron Sign Manufacturing											
		X	\$			\$		\$	\$		\$324,000
3.Horizon Air Conditioning, Inc.			<u> </u>								
		X	\$			\$		\$	\$		\$55,500
4.The BG Group, LLC			<u> </u>								
		X	\$			\$		\$	\$		\$24,000
5.I.S.I Mechanical, Inc.											
(Please use additional sheets if necessary)	-	Tota	1 \$			\$		\$	\$		\$ <u>442,466</u>

G:\CID\Forms\Schedule 1 SBA for Change Orders.wpd

#### SCHEDULE # 2

## LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO.: 03211	PROJECT NAME: Southwest Regional Library (Glades Rd)
TO: The Weitz Company (Name of Prime)	
The undersigned is certified by Palm Beach Cour	nty as a (check one):
Small Business Enterprise $\underline{X}$ Black Business	Enterprise Hispanic Business Enterprise
Women Business Enterprise Other (F	Please Specify)
Date of Palm Beach County Certification: April 13	3, 2009 to April 12, 2012
The undersigned is prepared to perform the follow particular work items or parts thereof to be perform interior glass for doors and hollow metal frames.	ving described work in connection with the above project (Specify in detail med):
at the following price \$3,966	
and will enter into a formal agreement for work county.	with you conditioned upon your execution of a contract with Palm Beach
If undersigned intends to sub-subcontract any porany such subcontract must be stated: \$	tion of this subcontract to a non-certified SBE subcontractor, the amount of
The undersigned Subcontractor understands to Subcontractor from providing services to other contractors.	hat the provision of this form to prime consultant does not prevent onsultants.
•	
	Palm Beach Glass Specialties, Inc. (Print name of SBE-M/WBE Subcontractor)
	d .
	By: Mil Planmeson (Signature)
	(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)
	Date: <u>July - 30 - 2009</u>

#### SCHEDULE # 2

### LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO.: 03211	PROJECT NAM	ME: Southwest Regional Library (Glades Rd)
TO: The Weitz Company (Name of Prime)		
The undersigned is certified by Palm I	Beach County as a (check	one):
Small Business Enterprise X Black	k Business Enterprise	Hispanic Business Enterprise
Women Business Enterprise	Other (Please Specify)	
Date of Palm Beach County Certificat	ion: <u>January 3, 2008 to Jan</u>	nuary 2, 2011
The undersigned is prepared to perfor particular work items or parts thereof Interior and exterior signage.	m the following described v to be performed):	vork in connection with the above project (Specify in detail
at the following price \$35,000		
and will enter into a formal agreemer County.	nt for work with you condition	oned upon your execution of a contract with Palm Beach
If undersigned intends to sub-subcont any such subcontract must be stated	ract any portion of this subc	contract to a non-certified SBE subcontractor, the amount of
The undersigned Subcontractor und Subcontractor from providing service	derstands that the provisi s to other consultants.	on of this form to prime consultant does not prevent
		The Baron Group dba Baron Sign Manufacturing (Print name of SBE-M/WBE Subcontractor)
		By Sandie Foland
		(Signature)
		Sandra Foland, CEO
		(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)
		Deta: 7/30/09

#### SCHEDULE#2

## LETTER OF INTENT TO PERFORM AS AN SEE OR MIWBE SUBCONTRACTOR

PROJECT NO.: <u>03211</u>	PROJECT NAME: S	outhwest Regional Library (Glade	es Rd)
TO: The Weltz Company (Name of Prime)			
The undersigned is certified by Palm Beach C	county as a (check one):		
Small Business Enterprise X Black Busine	ess Enterprise Hispa	anic Business Enterprise	
Women Business Enterprise Other	er (Please Specify)		
Date of Palm Beach County Certification: Dec	ember 5, 2006 to Decem	nber 5, 2009	
The undersigned is prepared to perform the for particular work Items or parts thereof to be performed in the performance of the	ollowing described work in erformed);	n connection with the above proje	ot (Specify in detail
at the following price \$324,000			
and will enter into a formal agreement for wo	ork with you conditioned t	upon your execution of a contrac	ct with Palm Beach
If undersigned intends to sub-subcontract any any such subcontract must be stated: \$_1	portion of this subcontract 03,800,00	ct to a non-certified SBE subcontr	actor, the amount of
The undersigned Subcontractor understand Subcontractor from providing services to other	is that the provision of er consultants.	this form to prime consultant	does not prevent
		·	<b>−</b> √
		Horizon Air Conditioning. Inc (Print name of SAEAM/WE	Subgontractor)
		By: Demul C	And
			Signature
		Daniel Clevenger, E	
		(Print name/title of person of SBE-M/V	executing on behal VBE Subcontractor
		Date: 7/30/09	

#### SCHEDULE # 2

## LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE SUBCONTRACTOR PROJECT NAME: Southwest Regional Library (Glades Rd)

PROJECT NO.: 03211 PROJECT NAME: SOURTWEST TESTICITIES SOURTWEST T
TO: The Weitz Company (Name of Prime)
The undersigned is certified by Palm Beach County as a (check one):
Small Business Enterprise X Black Business Enterprise Hispanic Business Enterprise
Women Business Enterprise Other (Please Specify)
Date of Palm Beach County Certification: August 25, 2008 to August 24, 2011
The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed); <u>Demolition for repoyations on an existing library.</u>
at the following price \$55,500
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.
If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated:  \$
The undersigned Subcontractor understands that the provision of this form to prime consultant does not preven Subcontractor from providing services to other consultants.
The BG Group, LLC  (Print name of SBE-MWBE Subcontractor  By:  (Signature  (Print name/title of person executing on behand of SBE-M/WBE Subcontractor)
Date:

#### SCHEDULE#2

## LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO.: 03211 PROJECT NAME: Southwest Regional Library (Glades Rd)
TO: The Weitz Company (Name of Prime)
The undersigned is certified by Palm Beach County as a (check one):
Small Business Enterprise X Black Business Enterprise Hispanic Business Enterprise
Women Business Enterprise Other (Please Specify)
Date of Palm Beach County Certification: <u>January 16, 2007</u>
The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):  Plumbing renovations
at the following price \$24,000
and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.  If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated:  \$
The undersigned Subcontractor understands that the provision of this form to prime consultant does not prevent Subcontractor from providing services to other consultants.
Print name of SBE-M/WBE Subcontractor)  By alian (Signature)  Roberto J. Real Paesident  (Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)
Date: 07-29-09

## PUBLIC CONSTRUCTION BOND

BOND NUMBER:	Federal Bono	i no. 8216-01-23; F&D	Bond no. 08967607
BOND AMOUNT:	\$1,967,00	60.00	
	NT:\$1,96	57,060	
CONTRACTOR'S NA	AME: _The W	eitz Company, LLC	
CONTRACTOR'S AI	DDRESS:	1720 Centrepark Dr. East West Palm Beach, FL 33	401
CONTRACTOR'S PI		_561-687-4841	Fidelity and Deposit
SURETY COMPAN	Y: Feder	al Insurance Company	& Company of Maryland
SURETY'S ADDRE	SS: 15 Mo	untain View Road en, NJ 07059	3910 Keswick Road  Baltimore, MD 21211
OWNER'S NAME:	PATM BEAC	CH COUNTY	
OWNER'S ADDRE	SS:2	633 Vista Parkway	-5604
OWNER'S PHONE DESCRIPTION OF	•	561-233-0280enovation to an approximate	
PROJECT LOCAT	ION:20	0701 95 <sup>th</sup> Ave. South oca Raton, Fl 33434	
LEGAL DESCRIP	TION:		

Public Construction Bond - 1

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 Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

#### Dollars (\$1,967,060.00)

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

#### WHEREAS,

Principal has by written agreement dated September 1, 2009, entered into a contract with the County for

Project Name: Glades Road Branch Library

Project No.: 03211

Project Description: Renovation of an approximate 24,000 sf library Project Location: 20701 95th Ave. South, Boca Raton, FL 33434

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: PGAL

LOCATION OF FIRM: 791 Park of Commerce Blvd., Boca Raton, FL 33487

PHONE: 561-988-4002 FAX: 561-988-3002

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

## THE CONDITION OF THIS BOND is that if Principal:

- Performs the contract dated September 1, 2009, between Principal and County for construction of the Glades 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
- 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
- Pays County all losses, damages, expenses, costs, and attorneys' fees, including appellate 3.

Public Construction Bond - 2

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.

	The Weitz Company, LLC (Seal)
Witness	Principal
	1 Juni Mills
	Title President
	Fresident
() 2n	Federal Insurance Company (Seal)
Witness	Surety
	Lua M. Luca
	Title Lisa M. Lucas, Attorney-in-fact
	A Marylan
56	Fidelity and Deposit Company of Marylan
Witness	Surety Co.
	Juan 1. Olle
	Title Lisa M. Lucas, Attorney-in-fact

Public Construction Bond - 2

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGINEN I				
STATE OF CALIFORNIA				
County of Contra Costa				
On July 24, 2009 before me, Veroni	ca Ramirez, notary public ,			
	Here insert Name and the or the original transfer insert Name and N			
personally appearedLisa M. Lucas	Name(s) of Signer(s)			
personally appeared	Name(s) or Signer(s)			
VERONICA RAMIREZ Commission # 1793525 Notary Public - California Contra Costa County My Comm. Expires Apr 11, 2012  Place Notary Seal Above	who proved to me on the basis of satisfactory evidence to the 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/ner/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  Witness my hand and official seal.  Signature  Signature  Signature of Notary Public  TONAL  It may prove valuable to persons relying on the document reattachment of this form to another document.			
and could pievent was	it may prove valuable to persons retying on the decem- reattachment of this form to another document.			
Description of Attached Document	tion Bond			
Title or Type of Document:Public Construct	2			
Document Date: July 24, 2009	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:	Trustee Top of thumb here			
Signer is Representing: Federal Insurance Company	Signer is Representing: Fidelity and Deposit Company of Maryland			

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#### FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) \_ The Weitz Company, LLC

We the undersigned hereby guarantee that the Glades Road Branch Library, Project No. 03211 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.

County to proceed to have said defects repaired an and pay the costs and charges therefore upon dem	and.
DATED(notice of completion filing date)	
SEAL AND NOTARIAL ACKNOWLEDGMEN	IT OF SURETY
NON-	The Weitz Company, LLC
Countersigned Resident Agent in Florida:	(Contractor) (Seal)
William Phillips, Jr.  (Agent)	By: Signature)
By: (Signature) William Phillips, Jr Non-Resident	Federal Insurance Company (Surety) (Seal)
Florida Agent-License # P076251	By: Signature)
	Lisa M. Lucas, Attorney-in-fact
	Fidelity and Deposit Company of Maryland (Surety) (seal)

Form of Guarantee - 1

Lisa M. Lucas, Attorney-in-fact

9/15/03

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA	
County of Contra Costa	1.7.4
On July 24, 2009 before me, Veroni	Ca Ramirez, notary public , Here Insert Name and Title of the Officer
personally appearedLisa M. Lucas	Name(s) of Signer(s)
WERONICA RAMIREZ P	ho proved to me on the basis of satisfactory evidence to e the person(s) whose name(s) is/are subscribed to the eithin instrument and acknowledged to me that he/she/they excuted the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the erson(s), or the entity upon behalf of which the person(s) executed the instrument.
Commission - California Notary Public - California Contra Costa County	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	Witness my hand and official seal.
	Witness my hand and official seal.  Signature 1 Lower Ramuly  Signature of Notary Public
Place Notary Seal Above	Signature of Notary Public
( laber verily	IONAL ————
Though the information below is not required by law, and could prevent fraudulent removal and in the could prevent fraudulent removal and in the could be compared to the c	it may prove valuable to persons relying on the document reattachment of this form to another document.
Title or type of Document.	Number of Pages:
Document Date:	Nullinoi oi 1 25 2
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   Top of thumb here     Other:   Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other:
Signer Is Representing: Federal Insurance Company	Signer is Representing: Fidelity and Deposit Company of Maryland

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Chubb Surety

POWER OF **ATTORNEY** 

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

avid B. Norris, Jr., Vice Presid

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

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

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than ball 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 2nd day of January, 2008.

STATE OF NEW JERSEY

County of Somerset

On this 2nd day of January, 2008 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 company of Federal Research Company of Fe known to be assistant Secretary of FEDEHAL INSUHANCE 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, and PACIFIC INDEMNITY COMPANY and knows the corporate seats thereof, that the seats affixed to the INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seats thereof, that the seats affixed to the foregoing Power of Attorney are such corporate seats and were thereto affixed by authority of the By- Laws of said Companies; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and was thereto subscribed by authority of said Bysignature of David B. Norris, Jr., subscribed to said Power of Attorney is in the capture handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said Bysignature of David B. Norris, Jr., subscribed to said Power of Attorney is in the capture handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said Bysignature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's present

Notarial Seal



KATHERINE KALBACHER NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 8, 2009

Whe Mulback 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 All powers of attorney for and on benait of the Company may and shall be executed in the name and on benait of the Company, either by the Chairman of the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any 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 thereth appointing Assistant Secretaries or Attorneys in Feet for supposes only of executing and attesting bonds and undertakings and other certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other 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 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

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 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 America Columbia and States of America and States of Ameri (ii) American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and

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

Given under my hand and seals of said Companies at Warren, NJ this

July 24, 2009







Santh La Linds

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

Form 15-10- 0225B- U (Ed. 5- 03) CONSENT

#### **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 THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS IR. and A W7 BROWN, all of San Ramon, California, EACH its true and lawful agent and Attornov in Fault to make execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bounds and indertakings, 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 duty of content and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their pwa proper persons.

The said Assistant Secretary does hareby 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.

Section 2, of the By-Laws of haid 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 17th day of December, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



hie D. Bairy

The She & Water,

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

State of Maryland City of Baltimore

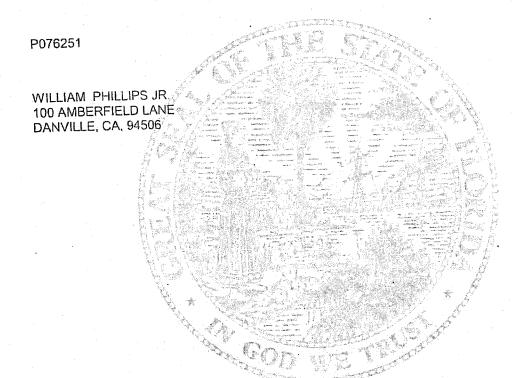
On this 17th day of December, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009



Attached is your FL Department of Financial Services license. Please remember to sign the back of your card. If you have any questions please contact the FL Department of Financial Services at (850) 413-3137.

ALEX SINK Chief Financial Officer State of Florida

WILLIAM PHILLIPS JR.
License Number P076251
IS LICENSED TO TRANSACT THE FOLLOWING CLASSES OF PEURINICE
General Lines (Prop & Cas) 12/15/2006

NON-RESIDENT LICENSE

NOTICE - This non-resident foreign is ground to the content of this trace of the trace of the content of the co

NEERS NO RIGHTS UPON THE S NOT AMEND, EXTEND OF LICIES BELOW.  JRERS AFFORDING COVERAGE RER A: Arch Insurance Companinger B: US Fire Insurance Companinger C: ACIG Insurance Companinger D: LICEN D: LICE	pany 21113 pany 19984  CY PERIOD INDICATED. NOTWITHSTANDING ANY
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TO ALL THE TERMINI LIVE	CY PERIOD INDICATED. NOTWO
ECTIVE POLICY EXTRACTOR	LIMITS
DD/YY) DATE (MINI/DD/11)	EACH OCCURRENCE \$ 2,000,000
06/01/10	DAMAGE TO RENTED \$ 100,000
	PREMISES (Ea occurrence)  MED EXP (Any one person) \$ 5,000
	PERSONAL & ADV INJURY \$ 2,000,000
	GENERAL AGGREGATE \$ 4,000,000
	PRODUCTS-COMP/OP AGG \$ 4,000,000
	PRODUCTS-COMM, C. V. L. S.
	20 JUNES SINGLE LIMIT \$ 1,000,000
06/01/10	COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident)
	BODILY INJURY \$
	(Per person)  BODILY INJURY
	(Per accident)
	PROPERTY DAMAGE (Per accident)
	AUTO ONLY - EA ACCIDENT \$
	OTHER THAN
	AUTO ONLY: AGG \$
	EACH OCCURRENCE \$
	AGGREGATE \$
	\$
, in the second of the second	\$
	\$
	X WC STATU- OTH-ER
01/09 06/01/10	E.L. EACH ACCIDENT \$ 1,000,00
	E.L. DISEASE -EA EMPLOYEE \$ 1,000,0
	E.L. DISEASE -POLICY LIMIT \$ 1,000,0
	09 06/01/10 09 06/01/10