

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

Meeting Date: October 20, 2009

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Modification No. 1 to Subgrant Agreement (R2008-0048) with Florida Division of Emergency Management (DEM) and;
- B) Amendment No. 3 to the contract with The Weitz Company (R2007-1105) in the amount of \$10,931,930 for construction management services for the Hurricane Hardening of the State Attorney/Public Defender (SA/PD) and Main Courthouse buildings.

Summary: Following Hurricane Wilma in 2005, the United States Department of Homeland Security-Federal Emergency Management Agency (FEMA) made available Hazard Mitigation Grant Program funds for projects designed to mitigate the hazards of disaster events relative to critical governmental facilities. A grant was approved for work relating to the purchase and installation of impact resistant glass on all windows and doors for the Governmental Center, SA/PD, and Main Courthouse. At the County's request, the Governmental Center is being removed from the project as the actual cost to complete that sub-project was almost twice the budget due to the related work which would need to be accomplished simultaneously. In addition, there was no practical way to perform the work without major service disruption to all occupants. Modification No. 1 removes the Governmental Center from the grant. With these modifications, the revised total project budget is \$14,935,248, with FEMA funding (via the State of Florida, Division of Emergency Management) \$11,201,436 and the County matching the remainder of the costs in the amount of \$3,733,812 from the Public Building Improvement Fund. In addition, FEMA is also providing administrative costs up to \$110,676. The County portion of the deleted sub-project costs, in the amount of \$832,000, will be returned to the Public Building Improvement Fund.

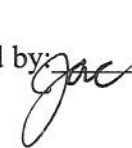
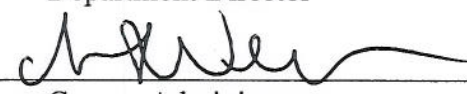
Amendment No. 3 will provide for a Guaranteed Maximum Price (GMP) for the hurricane hardening of the SA/PD and Main Courthouse buildings comprising of replacing of the existing glazing system, skylights, exterior doors & frames, overhead coiling doors, and caulking to comply with current wind code requirements. The duration of this work is 14 months. The Small Business Enterprise (SBE) participation for this work is 16.1%. When added to the contractor's participation to date, the resulting SBE participation is 16.5%. The contract goal is 15%. (Capital Improvements Division) Countywide/District 7 (JM)

Background and Justification: The SA/PD Building and Main Courthouse have been identified as critical buildings relative to the continued operations of government post-disaster event. These buildings have an enormous property value as well as being extremely critical from a service perspective to the citizens of Palm

Continued on Page 3

Attachment:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Modified Division of Emergency Management Agreement
- 4. Amendment No. 3

Recommended by:		<u>Army Wolf</u>	<u>9/27/09</u>
		Department Director	Date
Approved by:		<u>County Administrator</u>	<u>10/16/09</u>
		County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	10,931,930	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	(8,198,948)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
NET FISCAL IMPACT	2,732,983*				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No: Fund 3804 Dept 411 Unit B430 Object 4907
Reporting Category _____

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

Funding for the project will come from the following sources:

- \$11,201,436 (75%) – FEMA Hazard Mitigation Grant Program Fund.
- \$3,733.812(25%) – Matching funds from Public Building Improvement Fund.

Administrative Cost of \$110,676 may be reimbursed as part of the recipient administrative allowance.

The \$832,000 in County match will be returned to the Public Building Improvement Fund Reserve for re-allocation or sweeping.

III. REVIEW COMMENTS:

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

* Matching Funds @ 25%

Neil S. C. 10/13/07
10/19/09 OFMB dt 10/16/09 Ct 10/16/09

Shirley J. Jones 10/13/09
Contract Administrator
S. Jones 10/13/09

B. Legal Sufficiency:

James C. King 10/16/09
Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

Department Director

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

(Continued from page 1)

Background and Justification (continued):

Beach County. The lack of comparable or usable space in the commercial market in the event of the destruction of these buildings make hardening them to the best of our ability extremely important. The SA/PA and Main Courthouse were designed and constructed in 1995 to comply with codes at the time and did not require exterior glazed openings to be resistant to windborne debris. The proposed retrofit improvements will provide systems that will comply with current wind code requirements. The grant program will provide 75% of the funding to replace the current windows in each of the buildings with hardened windows that can withstand winds of up to 140 mph.

A modified agreement with DEM is necessary as the cost estimate to retrofit the Governmental Center building is almost twice the budget allocation. The modifications cannot be completed within the allocated funding, and the possibility to obtain additional funding does not exist. Further, there was no effective way to prosecute the work without major and significant disruption to all building occupants.



LOCATION MAP

N.T.S.



ATT.# 1

FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/24/09

REQUESTED BY: Anil Patel

FAX: 233-0270

PROJECT TITLE: State Attorney/Public Defender & Main Courthouse
Hurricane Hardening

PROJECT NO.: 08204

ORIGINAL CONTRACT AMOUNT: NA - CM@RISK ANNUAL BCC RESOLUTION#: _____
DATE: _____

REQUESTED AMOUNT: \$10,931,930

CSA or CHANGE ORDER NUMBER: Amendment No. 3

CONSULTANT/CONTRACTOR: The Weitz Company

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

GMP comprising of replacing of the existing glazing system, skylights, exterior doors & frames, and
overhead coiling doors, and caulking to comply with current wind code requirements.

CONSTRUCTION	\$10,931,930
PROFESSIONAL SERVICES	_____
STAFF COSTS** (DESIGN / CONST. PHASE)	\$ _____
MISC. (permits, prints, advertising, etc)	\$ _____
TOTAL	\$10,931,930

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

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 3804 DEPT: 411 UNIT: B430 OBJ: 4907

FUNDING SOURCE (CHECK ALL THAT APPLY):

AD VALOREM OTHER
 FEDERAL/DAVIS BACON

BAS APPROVED BY: _____

DATE: _____

ENCUMBRANCE NUMBER: _____

052008-1498

ATT.#2

MODIFICATION NUMBER ONE TO SUBGRANT AGREEMENT
BETWEEN FLORIDA DIVISION OF EMERGENCY MANAGEMENT
AND PALM BEACH COUNTY

This Modification is entered into by and between the State of Florida, Division of Emergency Management, (hereinafter "the Division") and Palm Beach County (hereinafter "Recipient") to modify that Agreement which began September 20, 2007, DEM Contract No. 08HM-6G-10-60-01-020 (the "Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division provided a subgrant to Recipient under the Hazard Mitigation Grant program of \$13,329,632.00; and

WHEREAS, the parties desire to modify the Attachment A, Budget and Scope of Work to decrease the funding by \$2,017,520.00 of Federal Funds, so that the total Federal Funds under the Agreement will be the sum of \$11,312,112.00, in order for the Recipient to complete the Scope of Work as set forth in Revised Attachment A of the Agreement.

NOW, THEREFORE, the parties agree to modify the term of the Agreement as follows:

- A. Attachment A, Budget and Scope of Work, is hereby deleted in its entirety and the Revised Attachment A is substituted in its place for all purposes. A copy of the Revised Attachment A is attached.
- B. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with the Modification, effective as of the date of the last execution of this Modification by both parties.
- C. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Ruben Almaguer, Interim Director

Date: _____

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

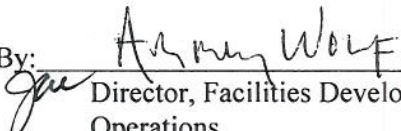
PALM BEACH COUNTY BOARD, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Director, Facilities Development &
Operations

**REVISED
Attachment A**

Budget and Scope of Work

As a Hazard Mitigation Grant Program project, the Recipient, Palm Beach County, will wind retrofit the two (2) buildings located in the Downtown Governmental Complex in West Palm Beach, Florida, by purchasing and installing impact resistant glass on all windows and doors on structures at the following locations:

1. Courthouse at Judicial Center located at 205 North Dixie Highway, West Palm Beach, Florida 33401
2. State Attorney & Public Defender Building located at 401 North Dixie Highway, West Palm Beach, Florida 33401

If deemed necessary, wind protection will be provided on any other openings such as skylights, vents, louvers and exhaust fans. All installations will be done in strict compliance with the Florida Building Code or Miami-Dade Specifications. All materials will be certified to meet the wind and impact standards of the current local codes. The local municipal or county building department will inspect and certify installation according to the manufacture's specifications.

This is FEMA project **1609-105-R**, funded under 1609-DR-FL.

The Period of Performance for this project ends on June 30, 2010.

Schedule of Work

Design & Engineering	6 Months
Review of Design & Engineering	3 Months
Bidding	2 Months
Permitting	3 Months
Scaffolding	2 Months 20 days
Installation	<u>15 Months</u>
Total Period of Performance:	31 Months 20 days

Line Item Budget*

	Project Cost	Federal Share	Local Share
205 North Dixie Highway:	\$11,569,055.00	\$ 8,676,791.00	\$2,892,264.00
401 North Dixie Highway:	<u>\$ 3,366,193.00</u>	<u>\$ 2,524,645.00</u>	<u>\$ 841,548.00</u>
Sub-Total:	\$14,935,248.00	\$11,201,436.00	\$3,733,812.00
Administrative Cost:	<u>\$ 0.00</u>	<u>\$ 110,676.00</u>	<u>\$ 0.00</u>
Total:	\$14,935,248.00	\$11,312,112.00	\$3,733,812.00

* Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

Funding Summary

Federal Share:	\$11,201,436.00 (75%)
Local Share:	<u>\$ 3,733,812.00 (25%)</u>
Total Project Cost:	\$14,935,248.00 (100%)

Recipient Administrative Allowance up to \$110,676.00.

The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural man made disaster

The funding provided by the Division of Emergency Management under this subgrant shall compensate for the materials and labor for the installation of storm shutters and/or other hardening activities as a retrofit measure for the Recipient's building to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Department does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency (FEMA) guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection." It is understood and agreed by the Department and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Department and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety of survival of building occupants.

**AMENDMENT NO. 3 TO CONTRACT
WITH THE WEITZ COMPANY FOR
CONSTRUCTION MANAGEMENT SERVICES
HURRICANE HARDENING - STATE ATTORNEY/PUBLIC DEFENDER (SA/PD)
AND MAIN COURTHOUSE
PROJECT NO. 08204**

WHEREAS, the Owner and Construction Manager (The Weitz Company) acknowledge and agree that the Contract between Owner and Construction Manager dated July 10, 2007 (R-22007-1105) is in full force and effect and that this 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 services 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 **\$10,931,930.00** for the construction costs of Hurricane Hardening of the SA/PD & Main Courthouse Buildings. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **411** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$475.00/day for failure to complete within the contract time or approved extension thereof.

ATT.#4

- (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: _____
John F. Koons, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Annmarie Wolf
Director - FD&A

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

M. Park
Signature

Michelle Parkinson
Name (type or print)

CONSTRUCTION MANAGER:
THE WEITZ COMPANY

[Signature]
Signature

Rayton Garrison
Name (type or print)

VICE PRESIDENT
Title

(Corporate Seal)


**BUILD IN
GOOD COMPANY.**
GMP Estimate Summary
Project Name: PBC Hurricane Hardening - Courthouse & S/VPD Buildings
Job Number F108600
Estimate Status: GMP
Estimate Date: 23-Sep-09
Addenda: none

Line No.	Bid Ticket	Trade Description	Courthouse Bldg	S/VPD Bldg	Total Project
1	01A	Construction Management	\$ 703,478	\$ 216,316	\$ 919,794
2	01B	General Conditions	\$ 12,025	\$ 4,480	\$ 16,505
3	02A	Demolition	\$ 52,997	\$ 32,256	\$ 85,253
4	06A	Carpentry	\$ 547,846	\$ 266,831	\$ 814,677
5	07A	Insulation	\$ 9,896	\$ 5,014	\$ 14,910
6	07B	Fireproofing & Firestopping	\$ 14,718	\$ 3,679	\$ 18,397
7	07H	Skylights	\$ 170,127		\$ 170,127
8	07I	Caulking & Waterproofing	\$ 154,305	\$ 49,088	\$ 203,393
9	08A	Hollow Metal Doors & Frames	\$ 158,949	\$ 13,500	\$ 172,449
10	08F	Overhead & Coiling Doors	\$ 43,112	\$ 7,917	\$ 51,029
11	08H	Storefronts & Glazing	\$ 5,516,201	\$ 1,910,073	\$ 7,426,274
12	09C	Drywall	\$ 53,694	\$ 21,263	\$ 74,957
13	09D	Tilework & Stone	\$ 18,270	\$ 9,135	\$ 27,405
14	09E	Acoustical Treatment	\$ 22,838	\$ 3,806	\$ 26,644
15	09K	Painting	\$ 21,543	\$ 6,395	\$ 27,938
16	22A	Mechanical / Electrical	\$ 115,710	\$ 24,360	\$ 140,070
17	SUBTOTAL		\$ 7,615,709	\$ 2,574,113	\$ 10,189,822
18	Permits		By Owner	By Owner	By Owner
19	General Liability Insurance	1.250%	\$ 102,080	\$ 34,569	\$ 136,649
20	Builders Risk Insurance	0.675%	\$ 55,123	\$ 18,667	\$ 73,791
21	Builders Risk Insurance Deductible		By Owner	By Owner	By Owner
22	Performance Bond	0.800%	\$ 65,331	\$ 22,124	\$ 87,455
23	Tax Savings		\$ (60,695)	\$ (15,660)	\$ (76,355)
24	Contractor Contingency	0.000%	\$ -	\$ -	\$ -
25	Construction Fee	5.000%	\$ 388,877	\$ 131,691	\$ 520,568
26	TOTAL PROJECT		\$ 8,166,427	\$ 2,765,504	\$ 10,931,930
27		Glass Area (SF)	80,900	22,000	\$ 102,900
28		Cost Per Glass Area (\$/SF)	\$ 100.94	\$ 125.70	\$ 106.24

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS
CHANGE ORDER WORK

PROJECT NAME: SA/PD, Judicial Center Complex Hurricane Hardening PROJECT NO. 08204

NAME OF GENERAL CONTRACTOR: The Weitz Company CONTACT PERSON: Joe Burgett PHONE NO: 561-819-0565

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Palm Beach Glass Specialties, Inc 1717 Edgar Street WPB, FL 561-655-3344	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$		\$	\$	\$	\$
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$	\$
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$	\$
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$	\$
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)			Total \$	\$	\$	\$	\$ <u>1,770,893</u>	\$

Change Order Price \$ 10,931,930

Total Value of SBE Participation \$ 1,770,893

M/WBE Participation \$ 0

SCHEDULE # 2

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

PROJECT NO. 08204 PROJECT NAME: SA/PD, Judicial Center Complex Hurricane Hardening

TO: The Weitz Company, LLC
(Name of Prime Consultant)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____
Date of Palm Beach County Certification: 4/13/09

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):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
<u>1</u>	<u>Window and Curtain Wall Replacemnt</u>			<u>1,770,893</u>

the following price \$ 1,770,893.00
(Subcontractor's quote)

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: \$ -0-

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders.

Demill KENTLEY - Palm Beach Glass
(Print name of SBE-M/WBE Subcontractor) SPECIALTIES

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 9-24-09

NOTARY PUBLIC-STATE OF FLORIDA
Silvana V. Benavides
Commission #DD710957
Expires: OCT. 21, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Silvana V. Benavides

PUBLIC CONSTRUCTION BOND

BOND NUMBER: Federal Bond No. 8216-01-43; F&D Bond no. 08967619

BOND AMOUNT: \$10,931,930.00

CONTRACT AMOUNT: \$10,931,930.00

CONTRACTOR'S NAME: The Weitz Company, LLC

CONTRACTOR'S ADDRESS: 1720 Centrepark Dr. East

West Palm Beach, FL 33401

CONTRACTOR'S PHONE: 561-687-4841

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

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

OWNER'S NAME: PALM BEACH COUNTY CAPITAL IMPROVEMENTS DIVISION

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

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: Hurricane hardening comprising of replacing of the existing
glazing system, skylights, exterior doors & frames, and overhead
coiling doors, and caulking to comply with current wind code
requirements.

PROJECT LOCATION: SA/PD - 401 N. Dixie Highway, WPB
Courthouse - 205 N. Dixie Highway, WPB

LEGAL DESCRIPTION: _____

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

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

Ten Million, Nine Hundred Thirty One Thousand, Nine Hundred Thirty Dollars and No Cents (\$10,931,930.00)

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 entered into a contract with the County for

Project Name: Hurricane Hardening for the SA/PD & Main Courthouse Buildings
Project No.: 08204
Project Description: Hurricane hardening of buildings comprising of replacing of the existing glazing system, skylights, exterior doors & frames, and overhead coiling doors, and caulking to comply with current wind code requirements.
Project Location: SA/PD – 401 N. Dixie Highway, WPB
Courthouse – 205 N. Dixie Highway, WPB

in accordance with Design Criteria Drawings and Specifications prepared by

MPA Architects, Inc.
1801 E. Centerpark Drive, Suite 175
West Palm Beach, FL 33401
Phone: 561 683-7000
Fax: 561 478-3922

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 between Principal and County for the construction of Hurricane Hardening for the SA/PD & Main Courthouse Buildings, 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 255.05, 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 (including liquidated 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.
5. 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.
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made 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.
7. 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 Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.
8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.
9. Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



 Witness

The Weitz Company, LLC

 Principal (Seal)



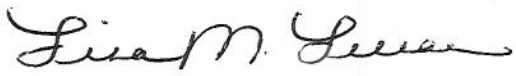
 Title




 Witness

Federal Insurance Company

 Surety (Seal)



 Title Lisa M. Lucas, Attorney-In-Fact



 Witness

Fidelity and Deposit Company of Maryland
 (Surety)

 Title Lisa M. Lucas, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On September 25, 2009 before me, Veronica Ramirez, notary public
Date Here Insert Name and Title of the Officer

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

who 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.

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 Veronica Ramirez
Signature of Notary Public



Place Notary Seal Above

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 25, 2009 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

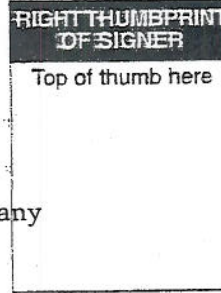
Signer's Name: Lisa M. Lucas

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



Signer's Name: Lisa M. Lucas

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



Signer is Representing:
Federal Insurance Company

Signer is Representing:
Fidelity and Deposit Company of Maryland

FORM OF GUARANTEE

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


We the undersigned hereby guarantee that the **Hurricane Hardening for the SA/PD & Main Courthouse Buildings, Project No. 08204**, 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) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

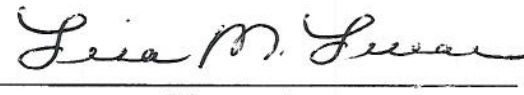
DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

The Weitz Company, LLC
(Contractor) (Seal)

By: 
(Signature)

Federal Insurance Company
(Surety) (Seal)

By: 
(Signature)
Lisa M. Lucas, Attorney-In-Fact

Fidelity and Deposit Company of Maryland
(Surety)

By: 
Lisa M. Lucas, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa }

On September 25, 2009 before me, Veronica Ramirez, notary public,
Date Here Insert Name and Title of the Officer

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

who 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.

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 Veronica Ramirez
Signature of Notary Public



Place Notary Seal Above

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: Form of Guarantee

Document Date: _____ Number of Pages: _____

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'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 Is Representing:
Fidelity and Deposit Company
of Maryland



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, 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 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 2nd day of January, 2008.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

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 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 David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature 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 presence.

Notarial Seal



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

Notary Public

CERTIFICATION

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

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this September 25, 2009



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 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 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 JR. and A. W. BROWN, all of San Ramon, 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.

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 17th day of December, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Theodore G. Martinez

By:

Assistant Secretary

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

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 deposed 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

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2009

PRODUCER Construction Surety and Insurance Services, LLC 400 Locust Street, Suite 300 Des Moines, IA 50309 Mark A. Mallonee	THIS CERTIFICATION 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.												
Phone: 515-698-4262	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Arch Insurance Company</td> <td>11150-001</td> </tr> <tr> <td>INSURER B: US Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER C: ACIG Insurance Company</td> <td>19984</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Arch Insurance Company	11150-001	INSURER B: US Fire Insurance Company	21113	INSURER C: ACIG Insurance Company	19984	INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													
INSURED The Weitz Company, LLC 400 Locust Street, Suite 300 Des Moines, IA 50309													

COVERAGES

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

INSR	ADDD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	71GPP2253705	06/01/09	06/01/10	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ _____	138-730170	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ EA ACC \$ OTHER THAN AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC09000062 WC09000063 WC09000097	06/01/09	06/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Weitz Florida: For all work performed by the Named Insured for Palm Beach County. Palm Beach County Board of County Commissioners is included as an Additional Insured as respects General and Auto Liability coverage.

CERTIFICATE HOLDER

Palm Beach County
 Capital Improvements Division
 2633 Vista Parkway
 West Palm Beach, FL 33411-5604

CANCELLATION

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



Mark A. Mallonee

ACORD. EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
09/25/09

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.

PRODUCER PHONE (A/C. No. Ext.): 515-698-4262 Construction Surety and Insurance Services, LLC 400 Locust Street, Suite 300 Des Moines IA 50309 Mark A. Mallonee		COMPANY ACE Fire Underwriters Insurance Company	
CODE: AGENCY CUSTOMER ID #: INSURED		LOAN NUMBER POLICY NUMBER 121015076-002	EFFECTIVE DATE 06/01/2009
The Weitz Company, LLC 400 Locust St., Suite 300 Des Moines, IA 50309		EXPIRATION DATE *See Below	CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Project: Hurricane Hardening SAPD (4-1 N. Dixie Highway) & Main Courthouse (205 N. Dixie Highway), WPB, FL 33401
Start Date: 11/1/09 **Completion Date:** 1/31/11 **Contract Amt:** \$10,931,930 **Type of Construction:** Non-combustible/Renovation

*Expiration Date: Earlier of Substantial Completion or 1/31/11

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Project Limit Builders Risk - "All-Risk" Coverage, Replacement cost with like, kind, & quality Flood: \$25,000,000 Occ./Ann. Aggregate; except \$10,000,000 Occ./Ann. Aggregate in Flood Zone A & V; \$5,000,000 Occ./Ann. Aggregate in HI Flood Deductibles: \$25,000; except 1% VATOL, \$100,000 min. for Zone B/X; and 2% VATOL, \$250,000 min. for Zone A & V Earthquake: \$25,000,000 Occurrence/Annual Aggregate \$10,000,000 Occurrence/Annual Aggregate in CA; except \$5,000,000 in Los Angeles & San Francisco \$10,000,000 Occurrence/Annual Aggregate for Pacific NW & New Madrid \$5,000,000 Occurrence/Annual Aggregate for HI Earthquake Deductible: \$25,000 except: 2% VATOL/\$100,000 min. in Pacific NW, New Madrid, and HI 2% VATOL/\$250,000 min. in all CA Coastal Windstorm: \$60,000,000 with \$10,000 deductible except: \$20,000,000 for all Florida with 1% VATOL/\$250,000 min. deductible for interior counties and 2% VATOL/\$250,000 min. deductible in Tier 1 counties \$15,000,000 for all other coastal counties from TX to NC with 1% VATOL/\$100,000 min. deductible \$5,000,000 for HI with 1% VATOL/\$100,000 min. deductible Includes Property in Transit, Property at a location other than the job site Includes Soft Costs	Completed Value \$ 1,000,000	\$ 10,000 AOP \$ 500,000

REMARKS (Including Special Conditions)

It is hereby agreed that Palm Beach County is included as an 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

Palm Beach County
 Capital Improvements Division
 2633 Vista Parkway
 West Palm Beach, FL 33411

MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
LOSS PAYEE	<input type="checkbox"/>	
LOAN #		
AUTHORIZED REPRESENTATIVE		
		Mark A. Mallonee