

3H-3

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 20, 2010

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 4 to the contract with The Weitz Company (R2007-1105) in the amount of \$1,692,169 for construction management services for the Greenacres Library establishing a Guaranteed Maximum Price (GMP) for the renovation of the existing library.

Summary: Amendment No. 4 establishes a GMP of \$1,692,169 and 150 calendar days to completion of the building renovation work for the Greenacres Library and adds the necessary language to the contract regarding the applicability of the Inspector General Ordinance and the inclusion of the Inspector General fee into this and future Amendment GMPs. The GMP includes the cost of work, the construction manager's fee and a contingency. The project is funded with Ad Valorem Funds transferred annually from the Library's operating funds. The Small Business Enterprise (SBE) goal for this contract is 15%. The Weitz Company's SBE participation for this project is anticipated to be 44%. (Capital Improvements Division) District 2 (JM)

Background and Justification: Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, system and materials, and serve as General Contractors issuing the subcontracts for construction. The Weitz Company has provided pre-construction services on this project. This Amendment establishes a GMP for the project. Builder's Risk insurance for this project will be provided through the County's Master Policy. Renovation of the Greenacres Branch Library is one of the projects approved as part of the Library Expansion Program II.

On December 15, 2009, the Board of County Commissioners adopted Ordinance No. R2009-049, the Palm Beach County Office of Inspector General Ordinance. The IG Ordinance authorizes the Inspector General to conduct audits of, require reports from, and receive access to the records of all firms doing business with the County. The cost for the Office of Inspector General shall be borne by the imposition of a fee as specified in the IG Ordinance

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 4

Recommended by:

Army Wong

Department Director

3/26/10

Date

Recommended by:

County Administrator

4/10/10

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>\$1,731,169</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u> </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NET FISCAL IMPACT	<u>\$1,731,169</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ADDITIONAL FTE
 POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No: Fund 3751 Dept 321 Unit LO47 Object 6502
 Reporting Category _____

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

The project is being funded with Ad Valorem funds transferred as part of the Library's annual budget request from Operating Funds to Capital Project Funds to facilitate the completion of the Library Expansion Program II.

Construction	\$1,692,169
Staff Charges	\$39,000
	<u>\$1,731,169</u>

Fiscal Review Lavinia D. Gardner
 Lavinia D. Gardner, Chief Financial Officer

III. REVIEW COMMENTS:

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

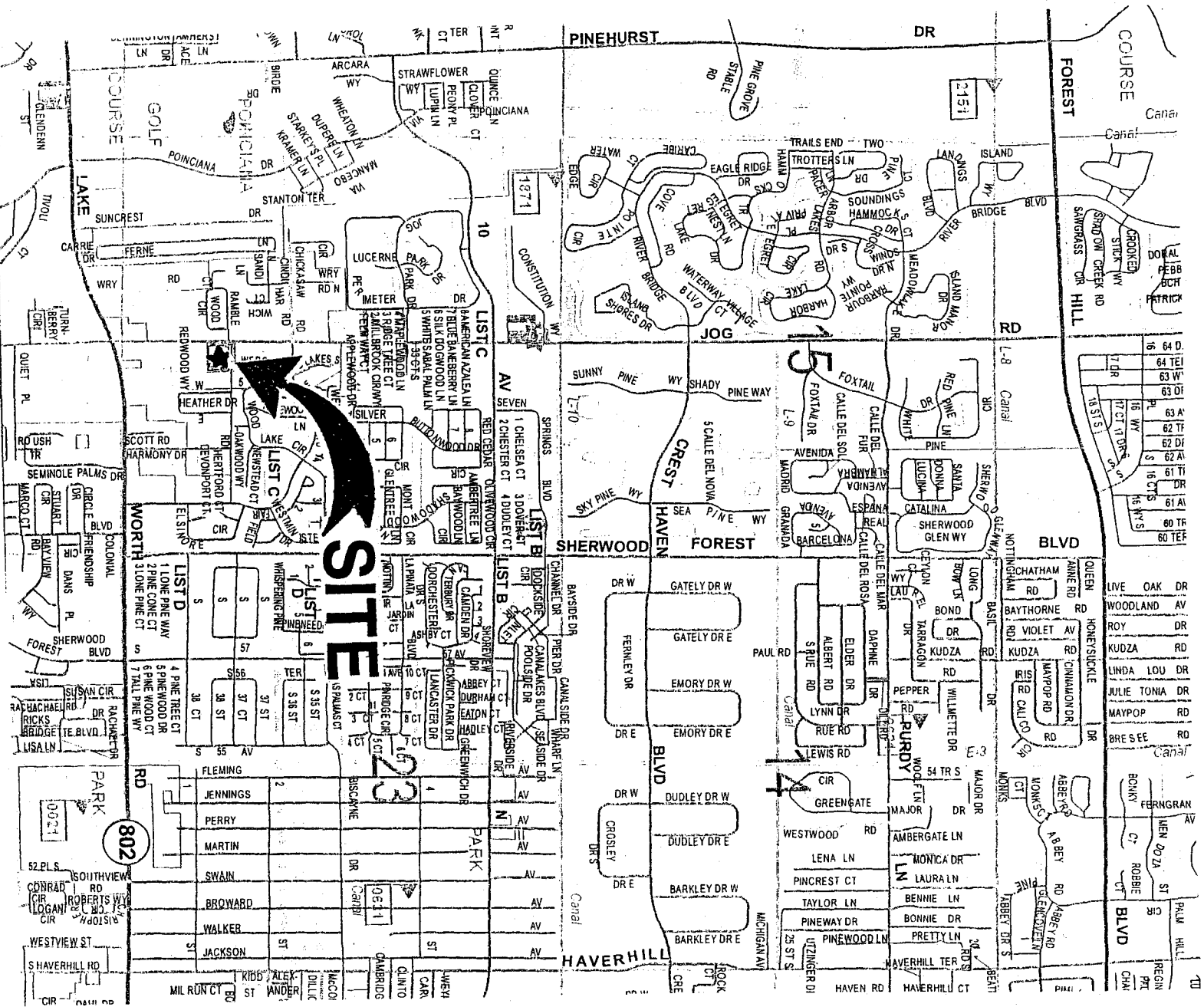
[Signature] 4/15/2010
 OFMB
 4/15/10
 [Initials]

[Signature] 4/15/10
 Contract Administrator
 E. Jones 4/15/10

This amendment complies with our review requirements.

B. Legal Sufficiency:
[Signature] 4/8/10
 Assistant County Attorney

C. Other Department Review:
[Signature]
 John J. Callahan III, Library Director





LOCATION MAP

NT.9.

ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 3/18/10 REQUESTED BY: Karen Arndt PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: Greenacres Library PROJECT NO.: 09205

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#:

REQUESTED AMOUNT \$1,731,169 DATE:

CSA or CHANGE ORDER NUMBER: Amendment 4

CONSULTANT/CONTRACTOR: The Weitz Company

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

GMP

CONSTRUCTION	<u>1,692,169</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>39,000</u>
MISC. (permits, prints, advertising)	
TOTAL	1,731,169

** 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: 3751 DEPT: 321 UNIT: L047 OBJ: 6502

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

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: Lavinia D. Gardner DATE: 3/18/10

ENCUMBRANCE NUMBER: _____

Revised 01/20/2010

ATTACHMENT #2

**AMENDMENT #4 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
GREENACRES LIBRARY
PROJECT NO. 09205**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 7/10/07 (R2007-1105) 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) **OFFICE OF INSPECTOR GENERAL**
Add the attached language (article 12 and Paragraph 68.3.1) to the contract.
- (2) **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 \$1,692,169 for the construction costs of the Greenacres Library project. Refer to Exhibit A.
- (3) **SCHEDULE OF TIME FOR COMPLETION**
Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 150 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$375 /day for failure to complete within the

ATTACHMENT #3

contract time or approved extension thereof.

- (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: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

By: *Joe Anthony Wolf*
Director - FD&O

WITNESS FOR CONSTRUCTION MANAGER SIGNATURE

Diave M. Cook
Signature

CONSTRUCTION MANAGER:

Joe Tori
Signature

Diave M. Cook
Name (type or print)

Joe Tori
Name (type or print)

Se. Vice President
Title

(Corporate Seal)

ARTICLE 12

Palm Beach County Office of the Inspector General

12.1 Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to bid or any resulting contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. The cost of the Office of Inspector General shall be incorporated into the contract price of all contracts and shall be one quarter (¼) of one (1) percent of the contract price.

Add the following paragraph to the Contract General Conditions, GC 68:

68.3.1 Without changing the contract price, a fee of 0.25% will be deducted by the Owner from each application for payment to defray costs of the Office of Inspector General in accordance with Ordinance R2009-049.



**BUILD IN
GOOD COMPANY.**

100% CDs Estimate Summary

Project Name: PBC Greenacres Library
 Job Number: F000186
 Estimate Date: 02/24/2010 (REV #03)

Gross Area (GSF): 17,556
 Estimate Status: 100% CDs
 Addenda: 0

Line No.	Bid Ticket	Trade Description	Current Estimate	Costs per Sqft
1	01A	Construction Management	\$ 191,240	\$ 10.89
2	01C	General Conditions	\$ 16,050	\$ 0.91
3	02A	Demolition	\$ 62,818	\$ 3.58
4	03A	Concrete	\$ 32,355	\$ 1.84
5	04A	Masonry	\$ 18,772	\$ 1.07
6	06A	Rough Carpentry	\$ 13,500	\$ 0.77
7	06E	Millwork	\$ 79,221	\$ 4.51
8	07B	Fireproofing (Allowance)	\$ 7,500	\$ 0.43
9	07H	Caulking (Allowance)	\$ 10,000	\$ 0.57
10	08A	Doors, Frames & Hardware	\$ 3,075	\$ 0.18
11	08B	Window Film & Glass	\$ 6,983	\$ 0.40
12	09A	Stucco	\$ 18,234	\$ 1.04
13	09C	Drywall	\$ 53,928	\$ 3.07
14	09E	Acoustical Treatment	\$ 57,693	\$ 3.29
15	09G	Carpet, Resilient & Ceramic Flooring	\$ 154,434	\$ 8.80
16	09K	Painting	\$ 28,603	\$ 1.63
17	10A	General Specialties (Allowance)	\$ 1,540	\$ 0.09
18	10D	Signage	\$ 13,248	\$ 0.75
19	10L	Toilet Accessories & Partitions	\$ 15,205	\$ 0.87
20	21A	Fire Protection	\$ 24,730	\$ 1.41
21	22A	Plumbing	\$ 19,781	\$ 1.13
22	23A	HVAC	\$ 335,244	\$ 19.10
23	26A	Electrical	\$ 232,133	\$ 13.22
24	32A	Paving, Curbing & Signage	\$ 15,759	\$ 0.90
25	32D	Landscape & Irrigation	\$ 28,878	\$ 1.64
SUBTOTAL			\$ 1,440,925	\$ 82.08
Permits (Allowance)			\$ 15,000	
General Liability Insurance 1.025%			\$ 17,345	
Builders Risk Insurance 0.000%			By Owner	
Builders Risk Insurance Deductible (Allowance)			\$ 25,000	
Performance Bond 1.000%			\$ 16,922	
Sales Tax Savings 0.250%			\$ (3,602)	
Contractor Contingency Fixed Amount			\$ 100,000	
Construction Fee 5.000%			\$ 80,579	
TOTAL PROJECT			\$ 1,692,169	
Scope & Value Tracking			\$	
TOTAL PROJECT w/ Additions			\$ 1,692,169	
Cost Per GSF			\$ 96.39	

SBE % = 44%

PUBLIC CONSTRUCTION BOND

BOND NUMBER: Federal bond no. 8216-01-96; F&D bond no. 08967636

BOND AMOUNT: \$1,692,169.00

CONTRACT AMOUNT: \$1,692,169.00

CONTRACTOR'S NAME: The Weitz Company, LLC

CONTRACTOR'S ADDRESS: 1720 CentrePark Drive East
West Palm Beach, FL 33401

CONTRACTOR'S PHONE: 561-687-4841

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

SURETY'S ADDRESS: 15 Mountain View Road 1400 American Lane, Twr. I, 19th fl.
Warren, NJ 07059 Schaumburg, IL 60196

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: Renovation to 17,500 sq ft library

PROJECT LOCATION: 3750 Jog Road, Greenacres, FL 33467

LEGAL DESCRIPTION: Greenacres City Branch Library as per the Plat thereof, recorded
in Plat Book 67, Page 9, Public Records of Palm Beach County, Florida. Parcel contains +/- 1.74
acres. Property Control No. 18-42-44-22-50-000-0000

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 (\$ 1,692,169.00) (Here insert a sum equal to the Contract Price) for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Greenacres Branch Library
Project No.: 09205
Project Description: Renovation to 17,500 sq ft library
Project Location: 3750 Jog Road, Greenacres, FL 33467

in accordance with Design Criteria Drawings and Specifications prepared by

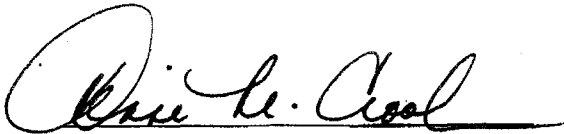
NAME OF ARCHITECTURAL FIRM: Colome and Associates, Inc.
LOCATION OF FIRM: 530 24th Street, West Palm Beach, FL 33407
PHONE: 561-833-9147
FAX: 561-833-9356

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:

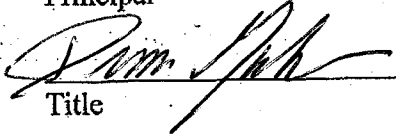
1. Performs the contract between Principal and County for the construction of the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying 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

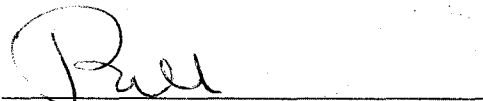


 Witness

Federal Insurance Company
 Surety (Seal)




 Title William Phillips, Jr., Attorney-in-fact



 Witness

Fidelity and Deposit Company of Maryland



 Title William Phillips, Jr., Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa

On March 19, 2010 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer

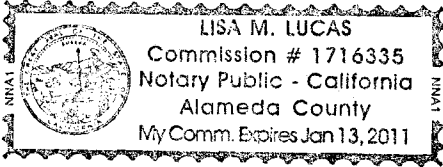
personally appeared William Phillips, Jr.
Name(s) of Signer(s)

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 Lisa M. Lucas
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: _____

Document Date: _____ Number of Pages: _____

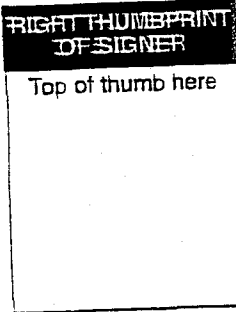
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

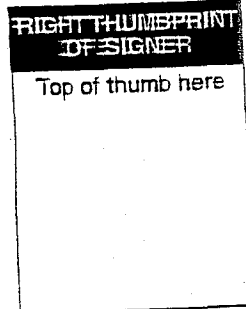
Signer is Representing: _____



Signer's Name: _____

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

Signer is Representing: _____



FORM OF GUARANTEE

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


We the undersigned hereby guarantee that the (Greenacres Branch Library AND NUMBER) 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

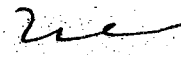
The Weitz Company, LLC
(Contractor) (Seal)

By: 
(Signature)

Fidelity and Deposit Company of Maryland
(surety)

By: 
William Phillips, Jr., Attorney-in-fact

Federal Insurance Company
(Surety) (Seal)

By: 
(Signature)
William Phillips, Jr., Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa }

On March 19, 2010 before me, Lisa M. Lucas, notary public
Date Here Insert Name and Title of the Officer

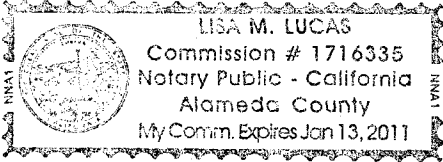
personally appeared William Phillips, Jr.
Name(s) of Signer(s)

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 Lisa M. Lucas
Signature of Notary Public



Place Notary Seal Above

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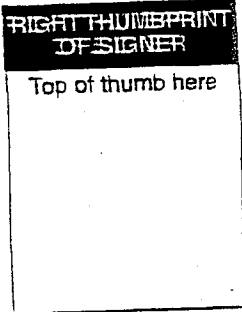
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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

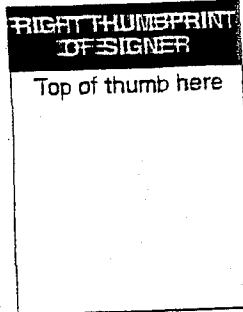
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

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

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint A.W. Brown, 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 **5th** day of **October, 2009**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

ss.

On this **5th** day of **October, 2009**

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



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321067
Commission Expires Oct. 25, 2014

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 **March 19, 2010**



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 WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A. W. BROWN and Veronica RAMIREZ, 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. This power of attorney revokes that issued on behalf of D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A. W. BROWN, dated December 17, 2007.

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 5th day of October, A.D. 2009.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

William J. Mills

Gregory E. Murray Assistant Secretary

By:

William J. Mills

Vice President

State of Maryland }
City of Baltimore } ss:

On this 5th day of October, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/10

PRODUCER
Construction Surety & Insurance Services, LLC
P.O. Box 65428
West Des Moines, IA 50265
Marcia Philiph

1-515-698-4276

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

INSURED
The Weitz Company, LLC
5901 Thornton Avenue
Des Moines, IA 50321

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company
INSURER B: United States Fire Insurance Company
INSURER C: ACIG Insurance Company
INSURER D:
INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	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 AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	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) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC09000063 WC09000097 WC09000062	06/01/09 06/01/09 06/01/09	06/01/10 06/01/10 06/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> 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: Greenacres Library. Palm Beach County FD&O is included as an additional insured under the general liability as their interests may appear.

CERTIFICATE HOLDER

Palm Beach County FD&O
2633 Vista Parkway
West Palm Beach, FL 33411-5604
USA

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

Marcia Philiph

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.