

Meeting Date: September 14, 2010 ☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$485,990.00	0	0	0	
Operating Costs		0	0	0	
External Revenues		0	0	0	
Program Income (County)		0	0	0	
In-Kind Match (County)					
NET FISCAL IMPACT	\$485,990.00				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes x No
Budget Account No: Fund 3804 Dept 411 Unit B410 Object 4407
Reporting Category

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

Countywide Repair, Replace, and Renovate Account.

III. REVIEW COMMENTS:

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

OFMB
8/31/10 2/22/10
2/1/10

Contract Administrator
E. J. Allen 9/1/10

B. Legal Sufficiency:

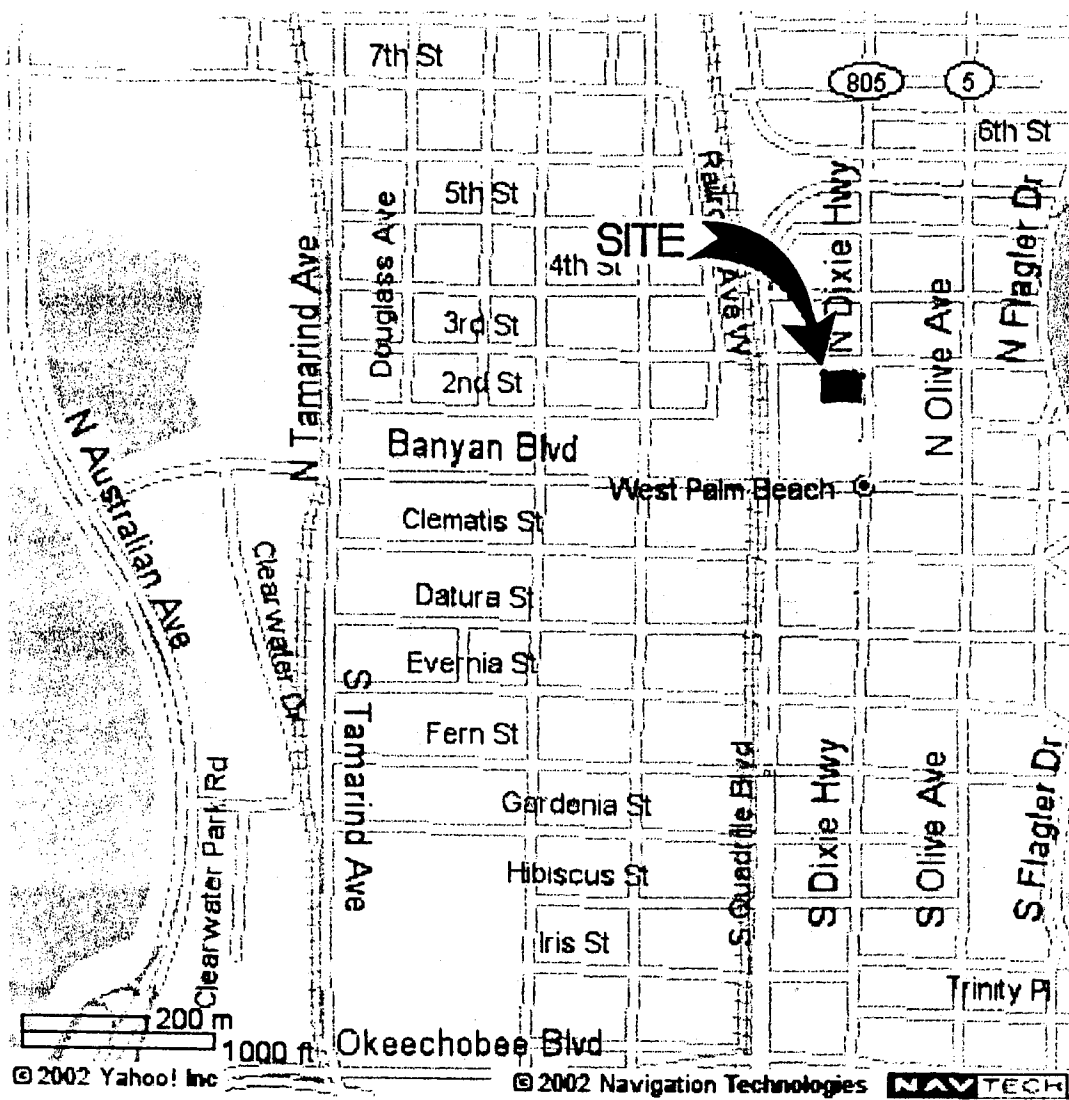
Assistant County Attorney

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

C. Other Department Review:

Department Director

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



LOCATION MAP

N.T.S.



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 08/11/10 REQUESTED BY: Anil Patel

PHONE: 233-0271

FAX: 233-0270

PROJECT TITLE: JCC, SA/PD Exterior Caulking

PROJECT NO.: 10207

ORIGINAL CONTRACT AMOUNT: N/A – Annual

BCC RESOLUTION#:

DATE:

REQUESTED AMOUNT: ~~\$510,990~~

CSA or CHANGE ORDER NUMBER: Amendment #6

CONSULTANT/CONTRACTOR: The Weitz Company

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

GMP for removal and replacement of all exterior caulking including resealing of all building joints with a weatherproofing sealant for the Main Courthouse and State Attorney/Public Defenders Building.

CONSTRUCTION

PROFESSIONAL SERVICES

STAFF COSTS** (Design/Construction Phase)

MISC. (permits, prints, advertising)

TOTAL

\$485,990

\$ 25,000

\$510,990

\$485,990

** This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND:

DEPT:

UNIT:

OBJ:

FUNDING SOURCE (CHECK ALL THAT APPLY):

☒ AD VALOREM

☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE?

☒ YES

☐ NO

BAS APPROVED BY:

DATE:

ENCUMBRANCE NUMBER:

Revised 06/22/10

ATTACHMENT # 2

**AMENDMENT NO. 6 TO CONTRACT
WITH THE WEITZ COMPANY FOR
CONSTRUCTION MANAGEMENT SERVICES
JUDICIAL CENTER EXTERIOR CAULKING
PROJECT NO. 10207**

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-2007-1105) 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;

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 \$485,990 for the removal and replacement of all exterior caulking including resealing of all building joints with a weatherproofing sealant for the Main Courthouse and State Attorney/Public Defenders Buildings. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 180 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$100/day for failure to complete within the 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: Ann May Wolf
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

Diave M. Crook
Signature

Diave M. Crook
Name (type or print)

CONSTRUCTION MANAGER:
THE WEITZ COMPANY

[Signature]
Signature

John Torz
Name (type or print)

SV?
Title

(Corporate Seal)

TWC, Detailed, Grouped by Number

Page 1 of 1

Directive Number: 027

Date Created: 6/ 7/2010

PALM BEACH CTY HARDENING PROJ

Project # F108602

205 North Dixie Highway

West Palm Beach, FL 33401

Tel: 561-650-0207 Fax: 561-650-0206

THE WEITZ COMPANY-FLORIDA is hereby directed to make the following change(s) in this contract:

Precast and stone caulking

Description:

Perform precast to precast, stone to precast and stone to stone caulking for SAPD and JCC. This caulking is for the exterior of the building envelope only. Palm Beach County will be providing the builders risk insurance. PBC project # 10207.

Itemized Details:

Budget Code	Description	QTY	UOM	Unit Price	Est Amt
3.079200__2500	Caulking - JCC	1.00		\$336,725.00	\$336,725.00
4.079200__2500	Caulking - SAPD	1.00		\$87,835.00	\$87,835.00
3.010710__2399	Superintendent, 7 weeks	1.00		\$22,400.00	\$22,400.00
3.010615__2399	Project Manager, 0 weeks	1.00		\$0.00	\$0.00
3.010620__2399	Project Engineer, 0 weeks	1.00		\$0.00	\$0.00
3.018515__2325	Not used	1.00		\$0.00	\$0.00
3.019135__2450	Subguard	1.00		\$6,369.00	\$6,369.00
3.019120__2450	.800% Bond	1.00		\$3,626.63	\$3,626.63
3.019110__2450	.657% Builders Risk (Provided by County)	1.00		\$0.00	\$0.00
3.019105__2450	1.25% Insurance	1.00		\$5,749.47	\$5,749.47
3.21020__7205	5.000% Profit	1.00		\$23,285.37	\$23,285.37

Total: \$ 485,990

Proposed Adjustments

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☒ Lump Sum increase of \$485,990

☐ Unit Price of per

☐ As provided in Subparagraph 7.3.6 of AIA Document A201, 1997 Edition.

☐ Time and Material not to exceed

☐ as follows:

If no box is checked, the manner and amount of the adjustment to the contract sum and/ or GMP shall be determined at a later date. Contractor reserves its rights under the contract documents.

2. The Contract Time as a result of this work will be increased by 180 days.

3. Approval Required by 9/15/2010 in order to minimize the delay to the project.

Upon execution by the Owner and Architect, if required, this directive shall be effective immediately.

ARCHITECT

Address: _____

By: _____

Date: _____

OWNER

Address: _____

By: _____

Date: _____

SCHEDULE 1

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS
CHANGE ORDER WORK

PROJECT NAME: PBC Precast caulking –SAPD and Main Courthouse PROJECT NO. 10207

NAME OF GENERAL CONTRACTOR: The Weitz Company CONTACT PERSON: Frank D'Ascanio PHONE NO: 561-687-4838

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 1717 Edgar Street WPB, FI 33401	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$ 87,835.00	\$
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		\$	\$	\$	\$ 87,835.00	\$

Change Order Price \$ 485,990.00 Total Value of SBE Participation \$ 87,835.00 MWBE Participation \$ 0

SCHEDULE # 2

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

PROJECT NO. 10207 PROJECT NAME: SAPD Precast Caulking
TO: The Weitz Company
(Name of Prime)

The undersigned is certified by Palm Beach County as a (check one):

Small Business Enterprise ☒ Black Business Enterprise ☐ Hispanic Business Enterprise ☐
Women Business Enterprise ☒ Other (Please Specify) ☐

Date of Palm Beach County Certification: 9/30/11 #D-17843

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):

Precast Caulking

at the following price \$ \$ 87,835.00

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 consultant does not prevent Subcontractor from providing services to other consultants.

Palm Beach Glass Specialties
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

Mike Clemens V.P.
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 8/3/10

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 8220-22-15

BOND AMOUNT: \$485,990.00

CONTRACT AMOUNT: \$485,990.00

CONTRACTORS NAME: The Weitz Company, LLC

CONTRACTORS ADDRESS: 1720 Centrepark Drive East
West Palm Beach, FL 33401

CONTRACTORs PHONE: 561-687-4841

SURETY COMPANY: Federal Insurance Company

SURETYs ADDRESS: 15 Mountain View Road
Warren, NJ 07059

OWNERS NAME: PALM BEACH COUNTY CAPITAL IMPROVEMENTS DIVISION

OWNERS ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNERS PHONE: (561) 233-0261

DESCRIPTION OF WORK: Removal and replacement of all exterior caulking including resealing of
Building joints with a weatherproofing sealant for the Main Courthouse
and State Attorney/Public Defenders Buildings

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

**Four hundred eighty five thousand nine hundred ninety and no/100-----
(\$485,990.00)**

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: Judicial Center Exterior Caulking

Project No.: 10207

Project Description: removal and replacement of all exterior caulking including
resealing of all building joints with a weatherproofing sealant
for the Main Courthouse and State Attorney/Public
Defenders Buildings

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

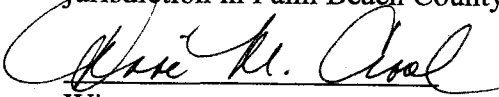
MPA Architects, Inc.
1801 E. Centerpark Drive, Suite 175
West Palm Beach, FL 33401
Phone: 561 683-7000
Fax: 561 478-3922

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

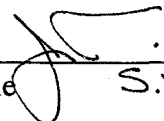
THE CONDITION OF THIS BOND is that if Principal:


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.

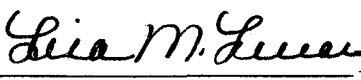

Witness

The Weitz Company, LLC
Principal (Seal)


Title S.V.P.


Witness

Federal Insurance Company
Surety (Seal)


Title
Lisa M. Lucas, Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On August 6, 2010 before me, Patricia Burdock, Notary Public

personally appeared Lisa M. Lucas

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: Patricia Burdock

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: August 6, 2010 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Lisa M. Lucas

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: Federal Insurance Company

Signer's Name:

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the **Judicial Center Exterior Caulking, Project no. 10207**, 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: Lisa M. Lucas
(Signature)

Lisa M. Lucas, Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On August 6, 2010 before me, Patricia Burdock, Notary Public

personally appeared Lisa M. Lucas

Here Insert Name and Title of the Officer

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: Patricia Burdock

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: 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

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: Federal Insurance Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

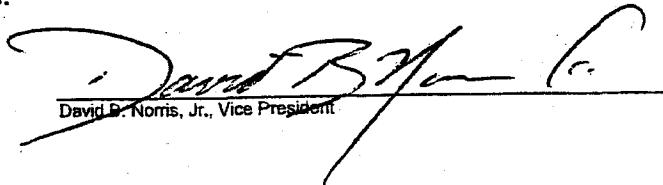
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

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

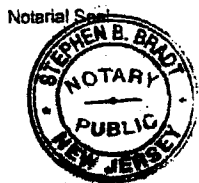

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

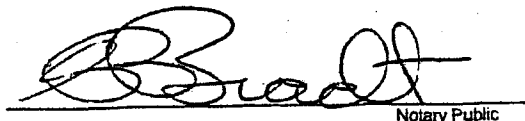
ss.

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.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
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

- the foregoing extract of the By-Laws of the Companies is true and correct,
- 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
- the foregoing Power of Attorney is true, correct and in full force and effect.

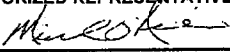
Given under my hand and seals of said Companies at Warren, NJ this

August 6, 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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 08/09/2010	
PRODUCER ACIG INSURANCE AGENCY, INC. 12222 MERIT DRIVE, SUITE 1660 DALLAS, TX 75251-0000 (972) 702-9004			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
			INSURERS AFFORDING COVERAGE		NAIC#	
INSURED THE WEITZ COMPANY, LLC 5901 THORNTON AVENUE DES MOINES, IA 50321			INSURER A: American Contractors Ins. Co. RRG		12300	
			INSURER B: ACIG Insurance Company		19984	
			INSURER C: Zurich American Insurance Co.		16535	
			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/INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A A C	GENERAL LIABILITY	GL10P00030 Primary GL10PX0030 Excess Follow Form GLO5461136-00 Excess	06/01/10 06/01/10 06/01/10	06/01/13 06/01/13 06/01/13	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 7,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 7,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea Accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	AUTOMISCTEXT9878					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC10000070 WC10000071	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC10000106 WC10000119	06/01/10	06/01/11	E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				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 (PA10) WEITZ FLORIDA - Porject: Judicial Center Exterior Caulking, #F108607.						
CERTIFICATE HOLDER			CANCELLATION Certificate ID 41,784			
Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604			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 REPRESENTATITIVES.			
			AUTHORIZED REPRESENTATIVE  MICHAEL J. O'NEILL			

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 08/09/2010	
PRODUCER Construction Surety & Insurance Services, LLC P.O. Box 65428 West Des Moines, IA 50265 Marcia Philipph		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	
		INSURER A: UNITED STATES FIRE INS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		NAIC # 21113	

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	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY					EACH OCCURRENCE
		COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)
		CLAIMS MADE					MED EXP (Any one person)
		OCCUR					PERSONAL & ADV INJURY
							GENERAL AGGREGATE
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG
		POLICY					
		PRO-JECT					
		LOC					
A		AUTOMOBILE LIABILITY		138-730210-2	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident)
		X ANY AUTO					\$1,000,000
		ALL OWNED AUTOS					
		SCHEDULED AUTOS					
		X HIRED AUTOS					BODILY INJURY (Per person)
		X NON-OWNED AUTOS					\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
		GARAGE LIABILITY					AUTO ONLY - EA ACCIDENT
		ANY AUTO					\$
							OTHER THAN EA ACC
							AUTO ONLY: AGG
							\$
		EXCESS/UMBRELLA LIABILITY					EACH OCCURRENCE
		OCCUR					\$
		CLAIMS MADE					AGGREGATE
							\$
							\$
		DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					OTH-ER
		If yes, describe under SPECIAL PROVISIONS below					E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$
		OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
WEITZ FLORIDA - Project: Judicial Center Exterior Caulking #F108607.							

CERTIFICATE HOLDER		CANCELLATION	
Palm Beach County Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411-5604 USA		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
		AUTHORIZED REPRESENTATIVE Marcia Philipph	

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.