

12/13/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$2,640,000	0	0	0	0
Operating Costs		0	0	0	0
External Revenues		0	0	0	0
Program Income (County)		0	0	0	0
In-Kind Match (County)					
NET FISCAL IMPACT	\$2,640,000				
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes _____ No X
 Budget Account No: _____

Fund _____ Dept. _____ Unit _____ Object _____ Amount \$1 _____
 Fund _____ Dept. _____ Unit _____ Object _____ Amount \$ _____
 Reporting Category _____

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

Construction contract \$2,506.101
 Staff charges \$56.000
 Miscellaneous \$77,899
 Total 2,640,000

III. REVIEW COMMENTS:

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

Total cost of project \$2,562,101. TRANSFERRED \$2,640,000. THE ADDITIONAL TRANSFER OF \$77,899 IS FOR MISCELLANEOUS THAT WAS NOT ESTIMATED.

[Signature] 12/10/10
 OFMB
 SN 12/9/10
 12/10/10
 2/2/10

[Signature] 12/10/10
 Contract Administrator

B. Legal Sufficiency:

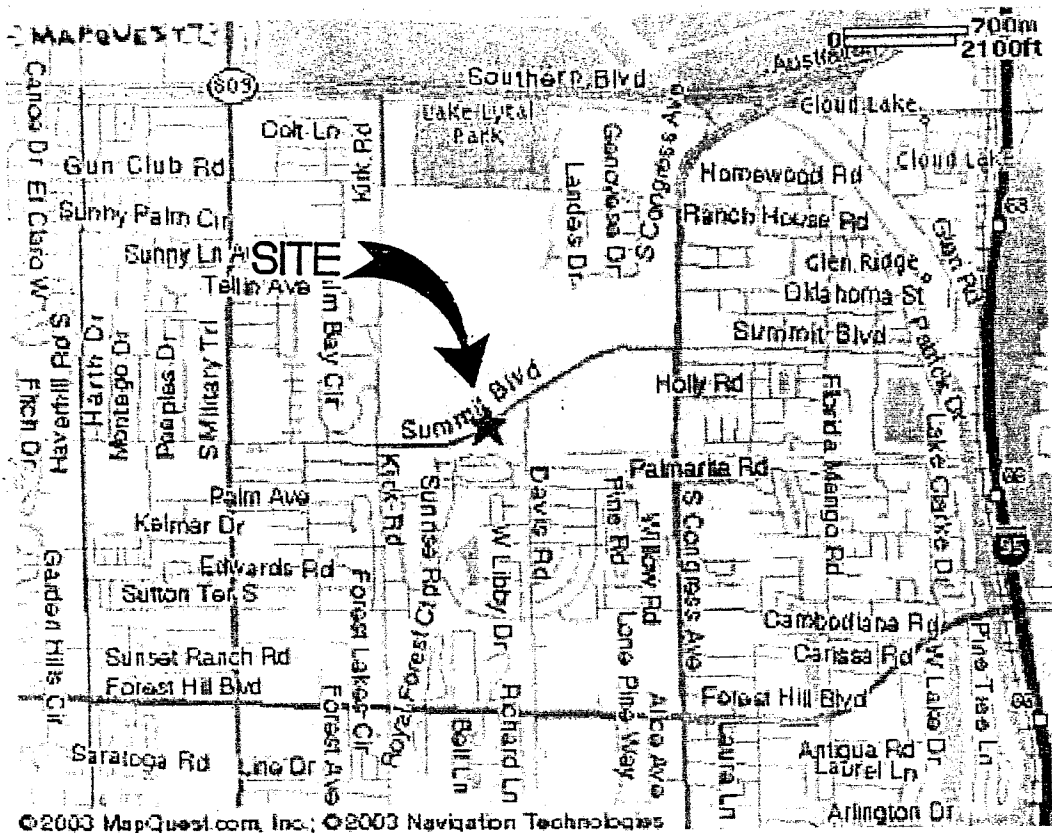
[Signature] 12/13/10
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

[Signature]
 Department Director

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



LOCATION MAP

NTS.

ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 11/15/10 REQUESTED BY: Karen Arndt

PHONE: 233-0208
FAX: 233-0270

PROJECT TITLE: Main Library Renovations

PROJECT NO.: 03209

ORIGINAL CONTRACT AMOUNT:

BCC RESOLUTION#:

REQUESTED AMOUNT \$2,562,101

DATE

CSA or CHANGE ORDER NUMBER: Amendment 7

CONSULTANT/CONTRACTOR: The Weitz Company

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

GMP

CONSTRUCTION	<u>\$2,506,101</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$56,000</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$2,562,101</u>

** 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: 3001 DEPT: 301 UNIT: L049
3002 301 L049

OBJ: 6502 - \$1,774,250
6502 - \$787,851

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☐ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☒ YES ☐ NO

BAS APPROVED BY: 

DATE: 11/18/10

ENCUMBRANCE NUMBER: _____

**AMENDMENT 7 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
MAIN LIBRARY RENOVATIONS
PROJECT NO. 03209**

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) **CONTRACT REVISIONS**

Revise contract terms as attached to this amendment:

Add paragraph 6.8

Revise paragraph 12.1

Add paragraph GC 31

Delete paragraph GC 68.3.1

(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 \$2,506,101 for the construction costs of the Main Library Renovations. Refer to Exhibit A.

ATTACHMENT #3

(3) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 203 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 contract time or approved extension thereof.

(4) 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: _____
Karen T. Marcus Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: *James Woyf*
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

Marie Salt
Signature

CONSTRUCTION MANAGER:

[Signature]
Signature

MARIE SALT
Name (type or print)

Jon TORI
Name (type or print)

Sr. V.P.
Title

(Corporate Seal)

Add the following paragraph to the Contract:

6.8 When summarizing the cost of the GMP, the Overhead and Profit factor shall not be calculated on the Construction Contingency nor will the Construction Manager be due any additional Overhead and Profit on the use of the Construction Contingency. Additional Construction Management Overhead and Profit will not be allowed on any individual change order work until the cumulative total increase of the trade contracts exceeds 5%. Additional Construction Management Overhead and Profit above the cumulative total increase of 5% will be at the same rate established for the overall GMP.

The Overhead and Profit factor included in the GMP will be paid proportionally on a percent complete basis of the work in place, less retainage.

If work is authorized only for a part of the project, the Overhead and Profit fee shall be proportionate to the amount of work authorized.

Revise Paragraph 12.1 of the Contract to read as follows:

12.1 Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to 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. 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.

Add the following to GC 31 Insurance

Sub-paragraph Deductibles, Coinsurance Penalties, & Self-Insurance Retention:

The Construction Manager will only be allowed to use the contingency fund or otherwise recover the cost of the builder's risk deductible for a "named storm" event.

Delete the following paragraph from 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 Inspector General's Office in accordance with Ordinance 2009.049.~~



**BUILD IN
GOOD COMPANY.**

GMP Estimate Summary

Project Name: Main Branch Library

Job Number F308202

Estimate Date: 10/20/2010 REV. #02

Gross Area (GSF): 48,749

Estimate Status: GMP - Unphased

Addenda: 0

Line No.	Bid Ticket	Trade Description	GMP Estimate 09/03/10		Costs per Sqft
	01A	Construction Management	\$	235,485	\$ 4.83
	01B	General Conditions	\$	20,025	\$ 0.41
	02A	Demolition	\$	71,228	\$ 1.46
	03A	Concrete	\$	35,373	\$ 0.73
	04A	Masonry	\$	21,909	\$ 0.45
	06A	Rough Carpentry	\$	49,400	\$ 1.01
	06E	Millwork	\$	120,161	\$ 2.46
	07D	Metal & Membrane Roofing	\$	216,694	\$ 4.45
	07H	Caulking & Waterproofing - Allowance	\$	12,000	\$ 0.25
	08A	Doors, Frames & Hardware	\$	33,083	\$ 0.68
	08I	Window Tint & Storefront	\$	62,862	\$ 1.29
	09A	Stucco	\$	24,061	\$ 0.49
	09C	Drywall	\$	57,551	\$ 1.18
	09D	Tilework & Stone	\$	56,069	\$ 1.15
	09E	Acoustical Treatment	\$	80,794	\$ 1.66
	09G	Carpet & Resilient Flooring	\$	162,114	\$ 3.33
	09K	Painting	\$	68,840	\$ 1.41
	10A	General Specialties	\$	10,201	\$ 0.21
	10D	Signage	\$	13,425	\$ 0.28
	10L	Toilet Accessories & Partitions	\$	18,249	\$ 0.37
	21A	Fire Protection	\$	0	\$ 0.00
	22A	Plumbing	\$	71,862	\$ 1.47
	23A	HVAC	\$	377,697	\$ 7.75
	26A	Electrical	\$	386,275	\$ 7.92
	32A	Paving, Curbing & Signage	\$	39,747	\$ 0.82
	32D	Landscape & Irrigation - Allowance	\$	20,000	\$ 0.41
	SUBTOTAL		\$	2,265,103	\$ 46.46
	Permits		By Owner		
	General Liability Insurance 1.300%		\$	32,579	
	Builders Risk Insurance		By Owner		
	Builders Risk Insurance Deductible Each		By Owner		
	Performance Bond 1.000%		\$	25,061	
	Sales Tax Savings 0.250%		\$	(5,663)	
	Contractor Contingency 3.000%		\$	69,682	
	Construction Fee 5.000%		\$	119,338	
	TOTAL PROJECT		\$	2,506,101	
	Cost Per GSF		\$	51.41	

SBE % = 37%

PUBLIC CONSTRUCTION BOND

BOND NUMBER: Federal Bond no. 8220-29-88;F&D Bond no. 09030451

BOND AMOUNT: \$2,506,101.00

CONTRACT AMOUNT: \$2,506,101.00

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 & Fidelity and Deposit Company of Maryland

SURETYs ADDRESS: 15 Mountain View Road 1400 American Lane, Tower I, 19th floor
Warren, NJ 07059 Schaumburg, IL 60196

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: Main Branch Library

PROJECT LOCATION: West Palm Beach, Florida

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

Two million five hundred six thousand one hundred one and no/100-----\$2,506,101.00

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: Main Branch Library Renovations
Project No.: 03209
Project Description: Main Branch Library Renovation work

Project Location: West Palm Beach, Florida

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 Main Branch Library Renovations, 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.

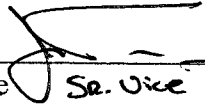

Witness


Witness


Witness

The Weitz Company, LLC
Principal

(Seal)


Title Se. Vice President

Federal Insurance Company
Surety

(Seal)

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

Fidelity and Deposit Company of Maryland

Lisa M. Lucas
Lisa M. Lucas, Attorney-in-fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On Nov. 18, 2010
Date

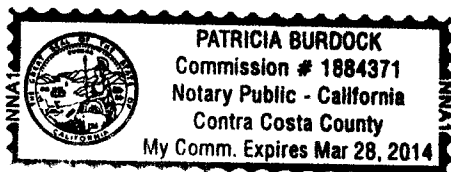
before me,

Patricia Burdock, Notary Public
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: Patricia Burdock
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: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
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FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) The Weitz Company, LLC and Federal Insurance Company; Fidelity and Deposit Company of Maryland

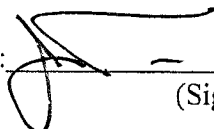
We the undersigned hereby guarantee that the Main Branch Library, Project no. 03209, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the 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.

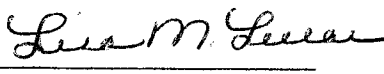
DATED _____
(Date to be filled in at substantial completion)

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

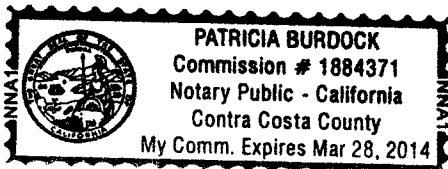
On Nov 18, 2010 before me, Patricia Burdock, Notary Public

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: Patricia Burdock

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.

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



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

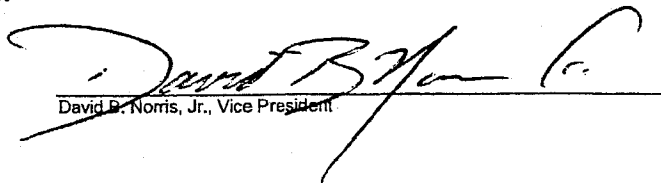
each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) 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

STATE OF NEW JERSEY
County of Somerset

ss.


David B. Norris, Jr., Vice President

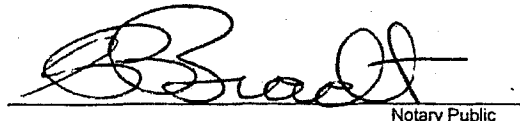
On this 5th day of October, 2009

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. 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:

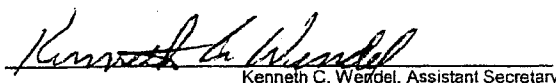
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. 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

- (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 November 18, 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

By:

William J. Mills

Gregory E. Murray Assistant Secretary

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) 11/12/2010	
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.			
INSURED THE WEITZ COMPANY, LLC 5901 THORNTON AVENUE DES MOINES, IA 50321				INSURERS AFFORDING COVERAGE		NAIC#	
				INSURER A: American Contractors Ins. Co. RRG		12300	
				INSURER B: ACIG Insurance Company		19984	
				INSURER C: Zurich American Insurance Co.		16535	
				INSURER D: American Guarantee & Liability Ins. Co.		26247	
INSURER E:							
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE \$ 5,000,000	
A		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL10P00030 Primary	06/01/10	06/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL10PX0030 Excess	06/01/10	06/01/13	MED EXP (Any one person) \$ 5,000	
			Follow Form			PERSONAL & ADV INJURY \$ 5,000,000	
C			GLO5461136-00 Excess	06/01/10	06/01/13	GENERAL AGGREGATE \$ 7,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COM/OP AGG \$ 7,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
		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					
		<u>AUTOMISCTEXT10410</u>					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
						\$	
		DEDUCTIBLE				\$	
		RETENTION \$				\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC10000070 WC10000071	06/01/10	06/01/11	<input checked="" type="checkbox"/> WC STATUS (TORY LIMITS) <input type="checkbox"/> OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC10000106 WC10000119	06/01/10	06/01/11	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 (PA10) Weitz Florida Project: Main Library Summit Renovation. Palm Beach County FD&O is included as an additional insured as respects to general liability.							
CERTIFICATE HOLDER				CANCELLATION Certificate ID 42,316			
Palm Beach County Facilities Development 2633 Vista Parkway West Palm Beach, FL 33411				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE  MICHAEL J. O'NEILL			

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 11/12/2010	
PRODUCER Construction Surety & Insurance Services, LLC P.O. Box 65428 West Des Moines, IA 50265 Marcia Philiph				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: UNITED STATES FIRE INS CO		21113	
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADD'L LTR INSRD		TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY					EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COM/OP AGG \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY		138-730210-2	06/01/10	06/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
		<input checked="" 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 checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		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 \$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE \$
		OTHER					E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
Weitz Florida Project: Main Library Summit Renovation							
CERTIFICATE HOLDER				CANCELLATION			
Palm Beach County Facilities Development				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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.			
2633 Vista Parkway				AUTHORIZED REPRESENTATIVE <i>Marcia Philiph</i>			
West Palm Beach, FL 33411							
USA							

11 - 0208

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

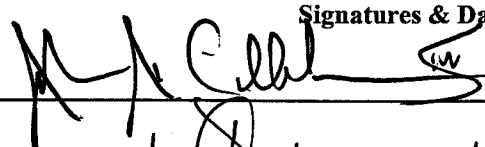
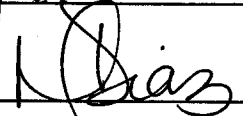
BGEX - 321 - 111810 - 473

BUDGET TRANSFER
FUND 3751 LIBRARY EXPANSION PROGRAM

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/18/10	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>MAIN LIBRARY EXPANSION</u>							
321-L049 6401 Machinery & Equipment	0	0	900,000	0	900,000 0	0	900,000 0
<u>RESERVES</u>							
321-9900 9908 Res-New Projects	4,336,434	4,312,131	0	900,000	3,412,131	0	3,412,131
TOTAL APPROPRIATIONS & EXPENDITURES			900,000	900,000	0		

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Signatures & Dates

 11/18/10
 10/10/2010

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF DECEMBER 21, 2010

Deputy Clerk to the
Board of County Commissioners

Administration/Budget Department Approval
OFMB Department - Posted

OK
12/9/10

11 - 0209

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BGEX - 321 - 111810 - 472


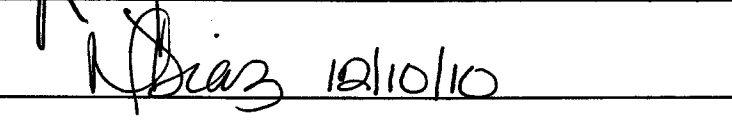
BUDGET TRANSFER
FUND 3021 30.5M GO 03, LIBRARY IMPROVEMENTS

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/18/10	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>MAIN LIBRARY EXPANSION</u>							
321-L049 6502 Building Construction - Cip	0	0	1,740,000	0	1,740,000	0	1,740,000
<u>RESERVES</u>							
321-9900 9909 Res-Improvement Program	4,139,273	4,139,273	0	1,740,000	2,399,273	0	2,399,273
TOTAL APPROPRIATIONS & EXPENDITURES			<u>1,740,000</u>	<u>1,740,000</u> 0			

PALM BEACH COUNTY
LIBRARY SYSTEM
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF DECEMBER 21, 2010

Deputy Clerk to the
Board of County Commissioners

027
12/8/10