

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 10, 2012

Consent Regular
 Workshop Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 11 to the contract with The Weitz Company (R2007-1105) in the amount of \$1,697,877 for construction management services for the Water Utilities Department's (WUD) Central Monitoring Facility (CMF) project establishing a Guaranteed Maximum Price (GMP).

Summary: In hurricanes of Category 3 or above, Water Utilities internal communication system and enterprise computer systems, including the Supervisory Control and Data Acquisition (SCADA) system, are vulnerable to being damaged or destroyed, making operations difficult if not impossible. The CMF will consist of a central communications control room, integrated computer applications, and space for County staff to monitor, optimize, and respond to situations throughout the county on a 24/7 basis during a disaster event emergency. Once completed, WUD communication dispatchers will be moved from the Customer Service Center to the CMF which will be located at the WUD Central Regional Operation Center. The CMF will be a secure facility with communication and computer system capabilities, and will be accessible to County staff prior, during, and after a disaster. The CMF will supplement the existing communication available from the Emergency Operations Center. This facility is the last of the hurricane hardening projects approved by the Board after Hurricane Wilma. Funding for this project is from the Water Utilities Department Capital Improvement Fund. Amendment No. 11 establishes a GMP of \$1,697,877 and 212 calendar days for completion. The GMP includes the cost of work, the construction manager's fee and a contingency. The Small Business Enterprise (SBE) goal for this contract is 15%. Amendment No. 11 includes 16.5% SBE participation. The Weitz Company is a Palm Beach County firm and is using all local subcontractors with the exception of \$150,000 of the work. (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, systems and materials, and serves 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. Facilities Development and Operations, Capital Improvements Division is managing the construction procurement and administration for the Water Utilities Department.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 11

Recommended by:  Army Wong 6/18/12
Department Director Date

Approved by:  County Administrator 7/3/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$1,747,877	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	\$1,747,877	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund 4011 Dept 721 Unit W034 Object 6502
Reporting Category _____

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

Water Utilities Department Capital Improvements Fund.	Construction	\$1,697,877
	Staff Charges	\$ 50,000
	Total	\$1,747,877

C. Departmental Review: _____ *W 6-19-12*

III. REVIEW COMMENTS:

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

OFMB *6/21/12*

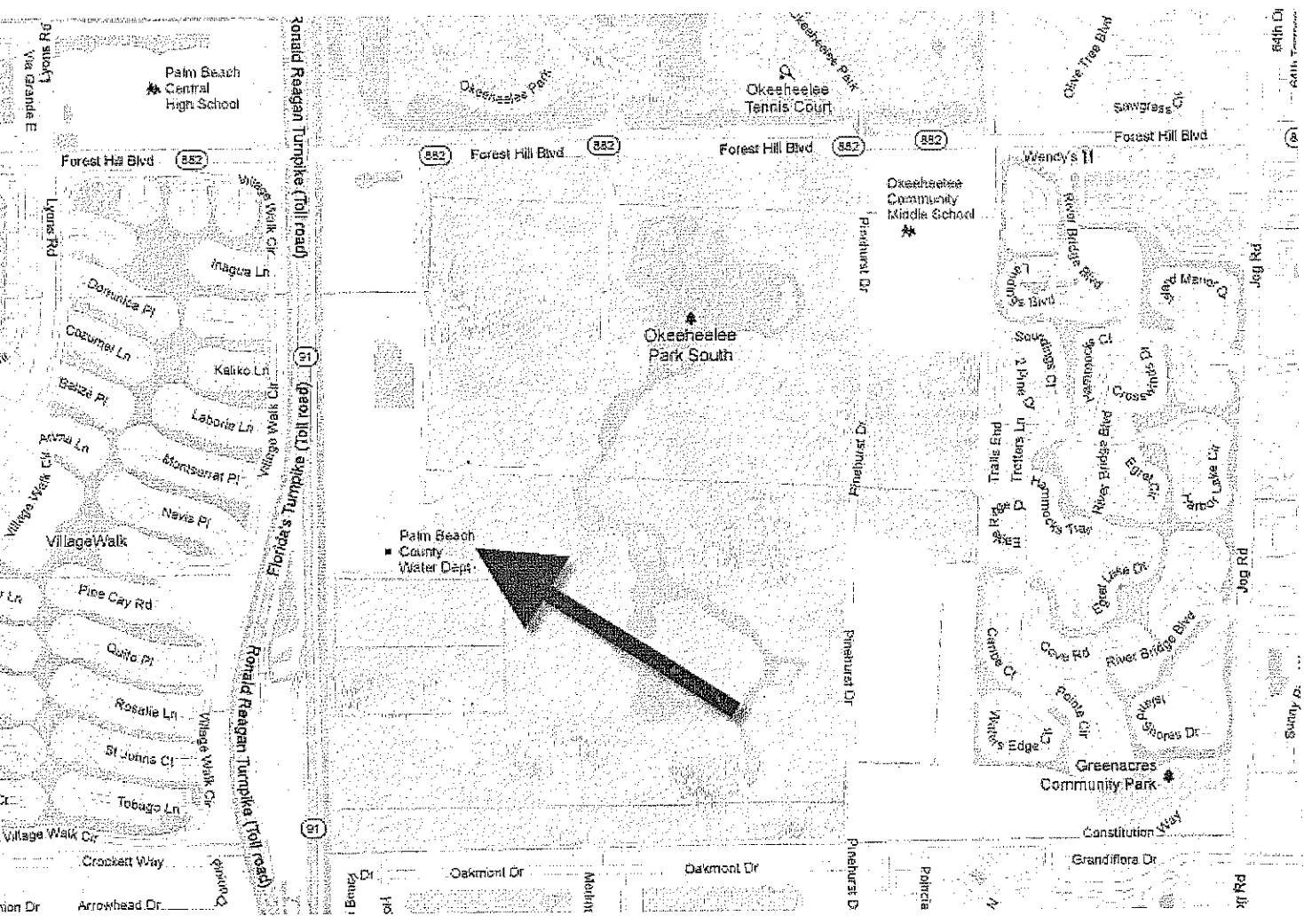
Contract Administrator *7/2/12*
7-2-12 B. B. Keck

B. Legal Sufficiency:

Assistant County Attorney *7/3/12*

C. Other Department Review:

Department Director *WUD*



**FACILITIES DEVELOPMENT & OPERATIONS
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 06/15/12

REQUESTED BY: Anil Patel

PHONE: 233-0271

FAX: 233-0270

PROJECT TITLE: WUD Central Monitoring Facility

PROJECT NO.: 12203

WUD 11-008

ORIGINAL CONTRACT AMOUNT: NA - Annual

BCC RESOLUTION#: (R2007-1105)

DATE: 07/11/07

REQUESTED AMOUNT: \$1,747,877

CSA or CHANGE ORDER NUMBER: Amendment No. 11

CONSULTANT/CONTRACTOR: The Weitz Company

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

Addition to existing Administration & Engineering office building, design for 200 mph wind speed, housing in server room, communication room and command center with associated MEP, and site work.

CONSTRUCTION	\$1,697,877
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	\$ 50,000
MISC. (permits, prints, advertising)	
TOTAL	\$1,747,877

** 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: 4011 DEPT: 771 UNIT: W034 OBJ: 6502

FUNDING SOURCE (CHECK ALL THAT APPLY):

AD VALOREM OTHER

FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: *Anil Patel*

DATE: 6/18/12

ENCUMBRANCE NUMBER: _____

**AMENDMENT NO. 11 TO THE CONTRACT
WITH THE WEITZ COMPANY
FOR
CONSTRUCTION MANAGEMENT SERVICES

WATER UTILITY DEPARTMENT (WUD)
CENTRAL MONITORING FACILITY
PROJECT NO. 12203**

WHEREAS, the Owner and Construction Manager (The Weitz Company) acknowledge and agree that the Contract between Owner and Construction Manager dated 7/11/07 (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) **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 \$1,697,877 for the construction costs of the WUD Central Monitoring Facility, Project No. 12203. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 212 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$450.00/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

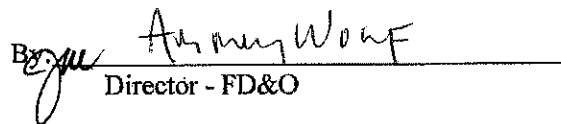
By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

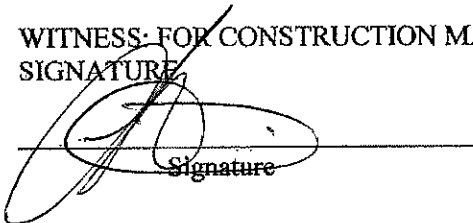
APPROVED AS TO TERMS
AND CONDITIONS

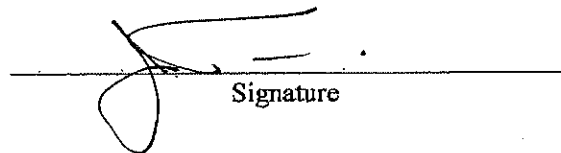
By: 
County Attorney

By: 
Director - FD&O

WITNESS FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:


Signature


Signature

Luis Valencia
Name (type or print)

Jon Tori
Name (type or print)

Se. Vice President
Title

(Corporate Seal)



**BUILD IN
GOOD COMPANY.**

95% Estimate Summary - GMP

Project : **PBC Central Operations Center**

Gross Area (GSF): **3,000**

Job # : **WUD 11-008**

Estimate Status: **GMP**

Date : **6/15/2012**

Addenda:

	Bid Ticket	Trade Description	Base Bid	Base Bid Cost per GSF	Sub Bond or Subguard Rate	Sub Bond or Subguard Value
1	01A	Construction Management	\$ 290,517	\$ 96.84	0.00%	\$ -
2	01B	General Conditions	\$ 8,327	\$ 2.78	0.00%	\$ -
3	02A	Demolition	\$ 9,415	\$ 3.14	1.50%	\$ 141
4	03A	Concrete Shell Package	\$ 92,116	\$ 30.71	1.50%	\$ 1,382
5	04A	Masonry	\$ 41,000	\$ 13.67	1.50%	\$ 615
6	04B	Cast Stone	\$ 6,538	\$ 2.18	1.50%	\$ 98
7	05B	Metal Trusses & Framing	\$ 76,651	\$ 25.55	1.50%	\$ 1,150
8	06F	Manufactured Cabinets	\$ 21,655	\$ 7.22	1.50%	\$ 325
9	07A	Insulation	\$ 20,054	\$ 6.68	1.50%	\$ 301
10	07E	Metal Roofing	\$ 80,300	\$ 26.77	1.50%	\$ 1,205
11	07H	Caulking & Waterproofing	\$ 3,280	\$ 1.09	1.50%	\$ 49
12	08A	Doors, Frames & Hardware	\$ 43,300	\$ 14.43	1.50%	\$ 650
13	09A	Stucco	\$ 23,562	\$ 7.85	1.50%	\$ 353
14	09C	Drywall	\$ 31,100	\$ 10.37	1.50%	\$ 467
15	09D	Tilework & Stone	\$ 6,872	\$ 2.29	1.50%	\$ 103
16	09E	Acoustical Ceiling	\$ 7,400	\$ 2.47	1.50%	\$ 111
17	09G	Carpet & Resilient Flooring	\$ 21,628	\$ 7.21	1.50%	\$ 324
18	09K	Painting	\$ 11,450	\$ 3.82	1.50%	\$ 172
19	10D	Signage (Allowance)	\$ 2,000	\$ 0.67	1.50%	\$ 30
20	10L	Toilet Accessories/Fire Extinguishers	\$ 3,448	\$ 1.15	1.50%	\$ 52
21	12A	General Furnishings (By Owner)	\$ -		1.50%	\$ -
22	21A	Fire Protection	\$ 49,425	\$ 16.48	1.50%	\$ 741
23	22A	Plumbing	\$ 12,000	\$ 4.00	1.50%	\$ 180
24	23A	HVAC	\$ 158,000	\$ 52.67	1.50%	\$ 2,370
25	26A	Electrical	\$ 368,977	\$ 122.99	1.85%	\$ 6,826
26	31A	Sitework	\$ 81,265	\$ 27.09	1.50%	\$ 1,219
27	32C	Site Improvements/Furnishings (By Owner)	\$ -		1.50%	\$ -
28	33A	Site Utilities	\$ 49,750	\$ 16.58	1.50%	\$ 746
SUBTOTAL			\$ 1,520,030	\$ 506.68		\$ 19,609
Sub Bonds or Subguard Total			\$ 19,609	\$ 6.54		
General Liability Insurance 1.000%			\$ 16,979	\$ 5.66		
Data Processing 0.000%						
Warranty Services 0.000%			\$ -			
Builders Risk Insurance (By Owner) 0.000%			\$ -			
Builders Risk Insurance Deductible			Excluded			
Performance Bond 1.000%			\$ 16,979	\$ 5.66		
FF&E and Equipment - Excluded			\$ -			
Tax Savings (Allowance) 0.000%			\$ -			
Escalation 0.000%			\$ -			
Contractor Contingency 3.000%			\$ 45,601	\$ 15.20		
Construction Fee 5.000%			\$ 78,680	\$ 26.23		
TOTAL PROJECT			\$ 1,697,877	\$ 565.96		
SBE Percentage			16.78%			

PUBLIC CONSTRUCTION BOND

BOND NUMBER 09084658

BOND AMOUNT \$1,979,433.00

CONTRACT AMOUNT \$1,979,433.00

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: Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: 1400 American Lane, Tower 1, 19th floor

Schaumburg, IL 60196

SURETY'S PHONE: 847-605-6000

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

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

OWNER'S PHONE: (561) 233-0261

DESCRIPTION OF WORK: Addition to existing Administration & Engineering office building,
designed for 200 mph wind speed, housing in server room,
communication room and command center with associated MEP,
landscaping and site work.

PROJECT LOCATION: 8100 Forest Hill Boulevard, WPB, 33413

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

One Million Nine Hundred Seventy Nine Thousand Four Hundred Thirty
Three Dollars and No Cents (\$1,979,433.00)
(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: WUD Central Monitoring Facility
Project No.: 12203
Project Description: Addition to existing Administration & Engineering office building, designed for 200 mph wind speed, housing in server room, communication room and command center with associated MEP, landscaping and site work.
Project Location: 8100 Forest Hill Boulevard, WPB, 33413

in accordance with Drawings and Specifications prepared by

CDM Smith
1601 Belvedere Road, Suite 400 East
West Palm Beach, FL 33406
Phone: 561 689-3336

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 **WUD Central Monitoring Facility, Project No. 11203**, 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.

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.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.

Witness

Witness

The Weitz Company, LLC

Principal

(Seal)

Title

Fidelity and Deposit Company of Maryland

Surety

(Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 22, 2012 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.

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: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: _____

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 Fidelity and Deposit Company of Maryland

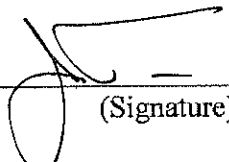
We the undersigned hereby guarantee that the **WUD Central Monitoring Facility, Project No. 11203**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties 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.

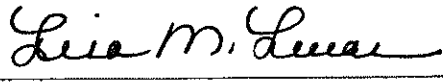
DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

The Weitz Company, LLC
(Contractor) (Seal)

By:  _____
(Signature)

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By:  _____
(Signature)

Lisa M. Lucas, Attorney-in-fact
(Print Name)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On May 22, 2012 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.

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

Top of thumb here

**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 FRANK E. MARTIN JR., 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 PHILIPS JR. and A.W. BROWN, all of San Ramon, California, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.** This power of attorney revokes that issued on behalf of D. Richard STINSON, Lisa M. LUCAS, William PHILIPS JR., A.W. BROWN, Veronica RAMIREZ, dated October 5, 2009.

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 1st day of December, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Frank E. Martin Jr.

By:

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 1st day of December, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., 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 deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

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



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER Construction Surety & Insurance Services, LLC P.O. Box 65428 West Des Moines, IA 50265 Maria Matamoros	1-515-698-4262	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:														
INSURED The Weitz Company 5901 Thornton Avenue Des Moines, IA 50321		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: AMERICAN CONTRACTORS INS CO ERG</td><td>12300</td></tr><tr><td>INSURER B: ZURICH AMER INS CO</td><td>16535</td></tr><tr><td>INSURER C: UNITED STATES FIRE INS CO</td><td>21113</td></tr><tr><td>INSURER D: ACIG INS CO</td><td>19984</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: AMERICAN CONTRACTORS INS CO ERG	12300	INSURER B: ZURICH AMER INS CO	16535	INSURER C: UNITED STATES FIRE INS CO	21113	INSURER D: ACIG INS CO	19984	INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: 27280315 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		GL11PX0005 Excess FF	06/01/11	06/01/14	EACH OCCURRENCE	\$ 5,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		GLO4869020-00 Excess	06/01/11	06/01/14	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL11P00006	06/01/11	06/01/14	MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 5,000,000
						GENERAL AGGREGATE	\$ 7,000,000
						PRODUCTS - COMP/OP AGG	\$ 7,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG						
C	AUTOMOBILE LIABILITY		138-730270-5	06/01/12	06/01/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<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						\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC12000016	06/01/12	06/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	WC12000110	06/01/12	06/01/13	E.L. EACH ACCIDENT	\$ 1,000,000
D		N/A	WC12000047	06/01/12	06/01/13	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below		WC12000111	06/01/12	06/01/13	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PAL1) Weitz Florida: Project: WUD Central Monitoring Facility. Palm Beach County Board of County Commissioners is included as an additional insured as respects to general liability coverages. Waiver of subrogation applies to general liability, automobile and workers' compensation.
Contractor will endeavor to provide a minimum of thirty (30) days notice due to cancellation or non-renewal of coverage.

CERTIFICATE HOLDER PBC Board of County Commissioners Capital Improvements Division 2633 Vista Parkway West Palm Beach, FL 33411 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Maria Matamoros</i>
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