



**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>\$437,806</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$437,806</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  X  No

Budget Account No: Fund 3804 Dept 411 Unit B527 Object 4907 \$311,940  
 Budget Account No: Fund 3804 Dept 411 Unit B528-37 Object 4907 \$125,866 (PBSO)  
 Reporting Category

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

Amendment No. 2 is jointly funded by the Sheriff and the Public Building Improvement Fund (Renewal/Replacement).

C. Departmental Fiscal Review:  [Signature] 8-1-13

III. REVIEW COMMENTS:

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

[Signature] 8/16/2013   
 OFMB  8/5 W/S

[Signature] 8/17/13   
 Contract Administrator  
 8-7-13 B Whell

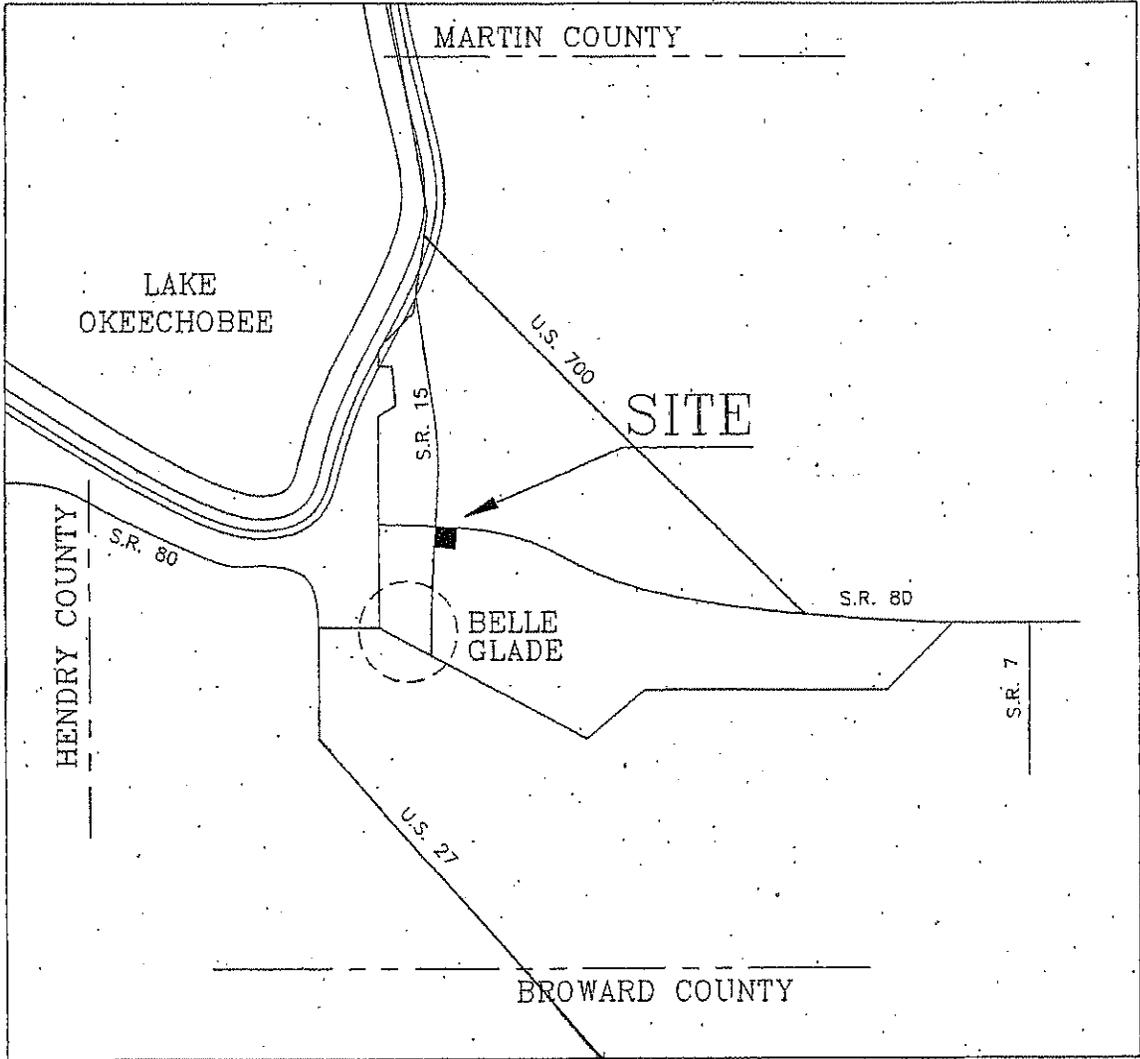
B. Legal Sufficiency:

[Signature] 8/8/13   
 Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
 Department Director

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



SEC 20

TWP 43

RGE 37

# LOCATION MAP

N.T.S.



**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 07/16/13 REQUESTED BY: Mike McPherson PHONE: 233-0278  
FAX: 233-0270

PROJECT TITLE: Recreation Yard Improvements @ WDC PROJECT NO.: 13224

ORIGINAL CONTRACT AMOUNT: BCC RESOLUTION#: \_\_\_\_\_  
DATE: \_\_\_\_\_

REQUESTED AMOUNT: \$125,866

CSA or CHANGE ORDER NUMBER: \_\_\_\_\_

CONSULTANT/CONTRACTOR: The Weitz Company

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

Provide additional fencing and razor wire to enhance security in the recreation yards in PODS A, B & C.

CONSTRUCTION	<u>\$121,866</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$ 3,000</u>
MISC. (permits, prints, advertising)	<u>\$ 1,000</u>
TOTAL	<u>\$125,866</u>

\*\* This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project.

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: See below DEPT: 711 UNIT: B508 OBJ: 37-4907  
3204  
FUNDING SOURCE (CHECK ALL THAT APPLY):  AD VALOREM  OTHER  
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE?  YES  NO

BAS APPROVED BY: CAK 25% DATE: 7/16/13

ENCUMBRANCE NUMBER: \_\_\_\_\_

01001-3150-5204411 - \$100,000<sup>0</sup>

10108-3090-5204631 - 9539-1484-10 \$ 25,866<sup>0</sup>

Revised 07/2012  
28/13

**AMENDMENT NO. 2 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
RECREATION YARD IMPROVEMENTS @ WEST DETENTION CENTER  
PROJECT NO. 13224**

WHEREAS, the Owner and Construction Manager (The Weitz Company, LLC) acknowledge and agree that the Contract between Owner and Construction Manager dated 07/10/12 (R2012-1001) 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 **\$433,806** for the construction costs of Recreation Yard Improvements at the West Detention Center. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **126** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are **\$520.00/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: \_\_\_\_\_  
Steven L. Abrams, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: *Army Wolf*  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER: THE  
WEITZ COMPANY, LLC

*Don STRATHIE*  
Signature

*[Signature]*  
Signature

*Don Strathie*  
Name (type or print)

JIM WELLS  
Name (type or print)

VICE PRESIDENT  
Title

(Corporate Seal)



**BUILD IN  
GOOD COMPANY.**

**Estimate Summary - Budget Estimate**

Project : **PBSO West County Exterior Upgrades**

Gross Area (GSF):

13,000

Plans: **Per Walk Through on 6/26/2013**

Estimate Status:

**Budget Update**

Date : **7/16/2013**

Addenda:

N/A

Bid Ticket	Trade Description	PBC Cost	PBSO Cost	Sub Bond or Subguard Rate	Sub Bond or Subguard Value PBC	Sub Bond or Subguard Value PBSO
01A	Construction Management 18 wks	\$ 97,066	\$ 10,734	1.50%	\$ 1,456	\$ 161
01B	General Conditions (Dumpsters & Toilets)	\$ 4,500	\$ 900	1.50%	\$ 68	\$ 14
01B	Preconstruction Costs	\$ 6,000	\$ 2,000	1.50%	\$ 90	\$ 30
<b>Sally Port 114</b>						
02A	Safety and Cleanup -2 weeks	\$ 4,150	\$ 1,000	1.50%	\$ 62	\$ 15
07H	Re-Caulk Windows - 8 EA	\$ 960		1.50%	\$ 14	\$ -
07H	Caulking at Concrete to Stucco Base (202LFT)	\$ 1,212		1.50%	\$ 18	\$ -
09A	Stucco	\$ 5,282		1.50%	\$ 79	\$ -
09K	Painting	\$ 6,000		1.50%	\$ 90	\$ -
11G	Add Additional Razor Wire at Overhang	\$ 1,250	\$ 700	1.50%	\$ 19	\$ 11
11G	Add 2 Rows of Razor Wire to Connect to Other		\$ 1,150	1.50%	\$ -	\$ 17
11G	Remove and Re-Install Razor Wire	\$ 2,250		1.50%	\$ 34	\$ -
26B	Two Intercom Boxes at Door to 113 (Equip)		\$ 500	1.50%	\$ -	\$ 8
26B	Conduit and Cabling for Intercom - Included in 113		\$ -	1.50%	\$ -	\$ -
<b>Rec Yard 113</b>						
02A	Safety and Cleanup - 2 weeks	\$ 4,150	\$ 1,000	1.50%	\$ 62	\$ 15
07H	Waterproofing Strip at EIFS Joint (91ft)	\$ 1,160		1.50%	\$ 17	\$ -
07H	Caulking at Concrete to Base (240 LFT)	\$ 1,440		1.50%	\$ 22	\$ -
09A	Stucco	\$ 5,334		1.50%	\$ 80	\$ -
09K	Painting	\$ 6,850		1.50%	\$ 103	\$ -
11G	Remove and Replace Razor Wire	\$ 2,100		1.50%	\$ 32	\$ -
26A	Electrical - Move Conduit and Lights Up	\$ 3,744		1.50%	\$ 56	\$ -
26B	Conduit and Cabling for Electronic Locks		\$ 14,428	1.50%	\$ -	\$ 216
26B	Call Box for Gate to Vestibule (Equipment)		\$ 250	1.50%	\$ -	\$ 4
26B	Add Electronic Lock to Gate to Vest.		\$ 2,250	1.50%	\$ -	\$ 34
<b>Rec Yard 112</b>						
02A	Safety and Cleanup - 2 weeks	\$ 4,150	\$ 1,000	1.50%	\$ 62	\$ 15
07H	Waterproofing Strip at EIFS Joint (86 LFT)	\$ 1,097		1.50%	\$ 16	\$ -
07H	Caulk Base to Concrete (237 LFT)	\$ 1,578		1.50%	\$ 24	\$ -
07H	Re-Caulk Windows - 5 EA	\$ 600		1.50%	\$ 9	\$ -
09A	Stucco	\$ 5,517		1.50%	\$ 83	\$ -
09K	Painting	\$ 11,850		1.50%	\$ 178	\$ -
11G	Remove and Re-Install Razor Wire	\$ 1,700		1.50%	\$ 26	\$ -
11G	Add 2 Rows of Razor Wire (Approx 185ft)		\$ 5,950	1.50%	\$ -	\$ 89
11G	Extend Fencing to 18' and add Razor Wire		\$ 4,150	1.50%	\$ -	\$ 62
11G	Add Fence and Gate in Corner and Razor Wire		\$ 2,950	1.50%	\$ -	\$ 44
26A	Electrical - Replace 5 Lights	\$ 3,744		1.50%	\$ 56	\$ -
26B	Add Electronic Lock to Gate to Vest.(Material)		\$ 2,250	1.50%	\$ -	\$ 34
26B	Add Call Box for Gate to Vestibule (Equipment)		\$ 250	1.50%	\$ -	\$ 4
26B	Conduit andCaling for Electronic Lock		\$ 12,568	1.50%	\$ -	\$ 189
<b>Rec Yard 111</b>						
02A	Safety and Cleanup - 2 weeks	\$ 4,150	\$ 1,000	1.50%	\$ 62	\$ 15
07H	Waterproofing Strip at EIFS Joint (72 LFT)	\$ 918		1.50%	\$ 14	\$ -
07H	Caulking at Base (263 lft)	\$ 1,392		1.50%	\$ 21	\$ -
09A	Stucco	\$ 12,003		1.50%	\$ 180	\$ -
09K	Painting	\$ 11,400		1.50%	\$ 171	\$ -
11G	New Gate in NE corner and Razor Wire		\$ 4,950	1.50%	\$ -	\$ 74
11G	Add 155 lft of Razor Wire at top and corners		\$ 5,200	1.50%	\$ -	\$ 78
26A	Electrical - Replace 5 Lights / Raise Conduit at Stair	\$ 3,744		1.50%	\$ 56	\$ -



**BUILD IN  
GOOD COMPANY.**

**Estimate Summary - Budget Estimate**

Project : **PBSO West County Exterior Upgrades**

Gross Area (GSF): **13,000**

Plans: **Per Walk Through on 6/26/2013**

Estimate Status: **Budget Update**

Date : **7/16/2013**

Addenda: **N/A**

Bid Ticket	Trade Description	PBC Cost	PBSO Cost	Sub Bond or Subguard Rate	Sub Bond or Subguard Value PBC	Sub Bond or Subguard Value PBSO
26B	Electronic Lock Wiring and Conduit		\$ 13,805	1.50%	\$ -	\$ 207
26B	Add Electronic Lock to Gate at NW Corner (Material)		\$ 2,250	1.50%	\$ -	\$ 34
26B	Add Call Box for Gate (Material)		\$ 250	1.50%	\$ -	\$ 4
<b>Rec Yard 'B'</b>						
02A	Safety and Cleanup - 1 week	\$ 3,000	\$ 550	1.50%	\$ 45	\$ 8
07H	Waterproofing Strip at EIFS Joint (145 lft)	\$ 1,848		1.50%	\$ 28	\$ -
07H	Base Caulk (202 lft)	\$ 1,212		1.50%	\$ 18	\$ -
09A	Stucco	\$ 6,233		1.50%	\$ 93	\$ -
09K	Painting	\$ 4,950		1.50%	\$ 74	\$ -
11G	Add Second Row of Wire and Remove / Replace	\$ 2,100	\$ 3,900	1.50%	\$ 32	\$ 59
<b>Rec Yard 'A'</b>						
02A	Safety and Cleanup - 1 week	\$ 3,000	\$ 550	1.50%	\$ 45	\$ 8
07H	Waterproofing Strip at EIFS Joint (145 LFT)	\$ 1,847		1.50%	\$ 28	\$ -
07H	No Base Caulking	\$ -		1.50%	\$ -	\$ -
09A	Stucco	\$ 6,233		1.50%	\$ 93	\$ -
09K	Painting	\$ 6,400		1.50%	\$ 96	\$ -
09K	Repair Door Frame	\$ 500		1.50%	\$ 8	\$ -
11G	Add Second Row of Razor Wire and Remove / Replace	\$ 2,100	\$ 3,900	1.50%	\$ 32	\$ 59
<b>SUBTOTAL</b>		\$ 256,714	\$ 100,385		\$ 3,851	\$ 1,506
Sub Bonds or Subguard Total		\$ 3,851	\$ 1,506			
General Liability Insurance 1.000%		\$ 3,119	\$ 1,219			
Builders Risk Insurance Deductible 0.025%		\$ 737	\$ 184			
Performance Bond 1.000%		\$ 3,119	\$ 1,219			
Contractor Contingency 10.000%		\$ 25,671	\$ 10,039			
Construction Fee 7.000%		\$ 18,728	\$ 7,316			
<b>TOTAL PROJECT</b>		\$ 311,939	\$ 121,866			
<b>COMBINED TOTAL</b>		\$433,806				

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME : PBSO Exterior Improvements PROJECT NO. OR BID NO. : \_\_\_\_\_

NAME OF PRIME BIDDER: The Weitz Company, LLC ADDRESS: 38811 James Wheeler Way, Belle Glade, FL 33430

CONTACT PERSON: Doug Strathie PHONE NO: 561-687-4807 FAX NO: 561-681-3307

BID OPENING DATE: \_\_\_\_\_ USER DEPARTMENT: \_\_\_\_\_

**THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH THE BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT**

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	<u>M/WBE</u>	<u>SBE</u>	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Nichols Industries, Inc. 177 N. US Hwy 1, Ste 276 Tequesta, FL 33469	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$40,602.00
	<input type="checkbox"/>		_____	_____	_____	_____	_____
Grid-One Electrical Construction, Inc. 390 U.S. Hwy 27 N, South Bay, FL 33493 561-996-4488	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	\$52,033.00
(Please use additional sheets if necessary)							
Total			_____	_____	_____	_____	\$92,635
Total Bid Price \$	433,806		Total SBE-M/WBE Participation Dollar Amount or Percentage of Work				\$92,635.00

- Note:
1. The amounts listed on this form for a subcontractor must be supported by prices or percentages listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

Revised 3/15/11

**EXECUTED IN TRIPLICATE**

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 09117146

BOND AMOUNT: \$433,806.00

CONTRACT AMOUNT: \$433,806.00

CONTRACTORS NAME: The Weitz Company, LLC

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

CONTRACTORS PHONE: 561-687-4841

SURETY COMPANY: Fidelity and Deposit Company of Maryland

SURETYs ADDRESS: 1400 American Lane, Tower I, 18th Fl  
Schaumburg, IL 60196-1056

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: Recreation Yard Improvements @ West Detention Center

PROJECT LOCATION: 38811 James Wheeler Way  
Belle Glade, FL 33430

LEGAL DESCRIPTION: \_\_\_\_\_  
PCN #:00-37-43-20-00-000-1000

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 Thirty Three Thousand, Eight Hundred, Six Dollars and no/100-----  
(\$433,806.00)**

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: Recreation Yard Improvements @ West Detention Center  
Project No.: 13224  
Project Description: Recreation Yard Improvements @ West Detention Center  
Project Location: 38811 James Wheeler Way  
Belle Glade, FL 33430

in accordance with Design Criteria Drawings and Specifications prepared by

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 **Recreation Yard Improvements @ West Detention Center**, 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.

Marie Aalt  
Witness

The Weitz Company, LLC  
Principal (Seal)  
A=WH VICE PRESIDENT  
Title

W.A.N.  
Witness

Fidelity and Deposit Company of Maryland  
Surety (Seal)

Tanya Chinchilla Title  
Tanya Chinchilla, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

County of Contra Costa }

On July 16, 2013 before me, Lisa M. Lucas, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tanya Chinchilla  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal:

Signature Lisa M. Lucas  
Signature of Notary Public, Lisa M. Lucas



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

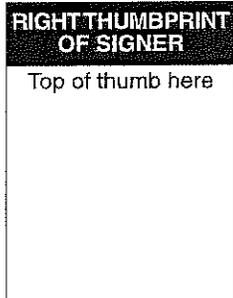
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

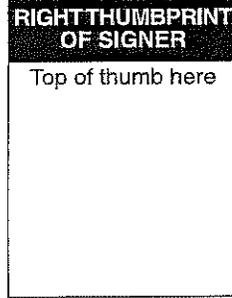
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing:  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 10th day of July, 2013



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A.W. BROWN and Tanya CHINCHILLA, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of September, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*James M. Carroll*  
Vice President  
James M. Carroll

State of Maryland  
City of Baltimore

On this 17th day of September, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



**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 **Recreation Yard Improvements@ West Detention Center**, 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] VICE PRESIDENT  
(Signature)

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

By: [Signature]  
(Signature)

Tanya Chinchilla, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

County of Contra Costa }

On July 16, 2013 before me, Lisa M. Lucas, Notary Public,  
Date Here Insert Name and Title of the Officer

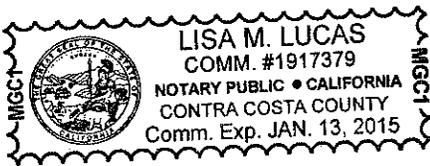
personally appeared Tanya Chinchilla  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Lisa M. Lucas  
Signature of Notary Public, Lisa M. Lucas



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

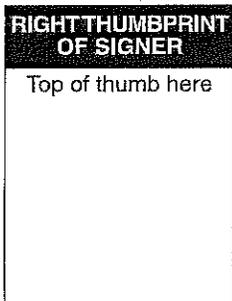
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer Is Representing: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 16th day of July, 2013



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **D. Richard STINSON, Lisa M. LUCAS, William PHILLIPS JR., A.W. BROWN and Tanya CHINCHILLA, 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 Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of September, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*James M. Carroll*  
Vice President  
James M. Carroll

State of Maryland  
City of Baltimore

On this 17th day of September, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*



Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/14/2013

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Contractors Ins Co Risk Retention Group	12300
INSURER B:	ACE American Insurance Company	22667
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES WEIGR04 CERTIFICATE NUMBER: 12098654 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A A A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	GL12P0005 (PRIMARY) GLO4869058-00 (EXCESS) GL12PX0005 (EXCESS FF)	6/1/2012 6/1/2012 6/1/2012	6/1/2015 6/1/2015 6/1/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COM/OP AGG \$ 7,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	HO8725032	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	C47016617 (WI) C47016599 (AOS)	6/1/2013 6/1/2013	6/1/2014 6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
(PA12) Weitz Florida: CM @ Risk Services for various projects on a continuing contract basis for contracts signed between 6/1/2012 and 6/1/2013. Palm Beach County is included as an additional insured as respects general liability.

## CERTIFICATE HOLDER

## CANCELLATION

<b>12098654</b>  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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  