



**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$5,216,952	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match (County)	0	0	0	0	0
<b>NET FISCAL IMPACT</b>	<b>\$5,216,952</b>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

Budget Account No: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category \_\_\_\_\_

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

Amendment No. 3 is funded by General Obligations Bonds issued in 2003 and 2006, Impact Fees, and Ad Valorem taxes.

Construction	\$ 4,605,467	- Contract \$ 4,311,052	Contingency \$ 294,411
Design/Eng/Mgmt	\$ 229,360		
Other Costs	\$ 382,125		

C. Departmental Fiscal Review: \_\_\_\_\_ *W 1-16-14*

**III. REVIEW COMMENTS:**

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

*[Signature]*  
 \_\_\_\_\_  
 OFMB *1/27/2014*  
*1/17* *celler* *1/12/14*

*[Signature]*  
 \_\_\_\_\_  
 Contract Administrator  
*1-27-14 Budheiser*

B. Legal Sufficiency:

*[Signature]*  
 \_\_\_\_\_  
 Assistant County Attorney

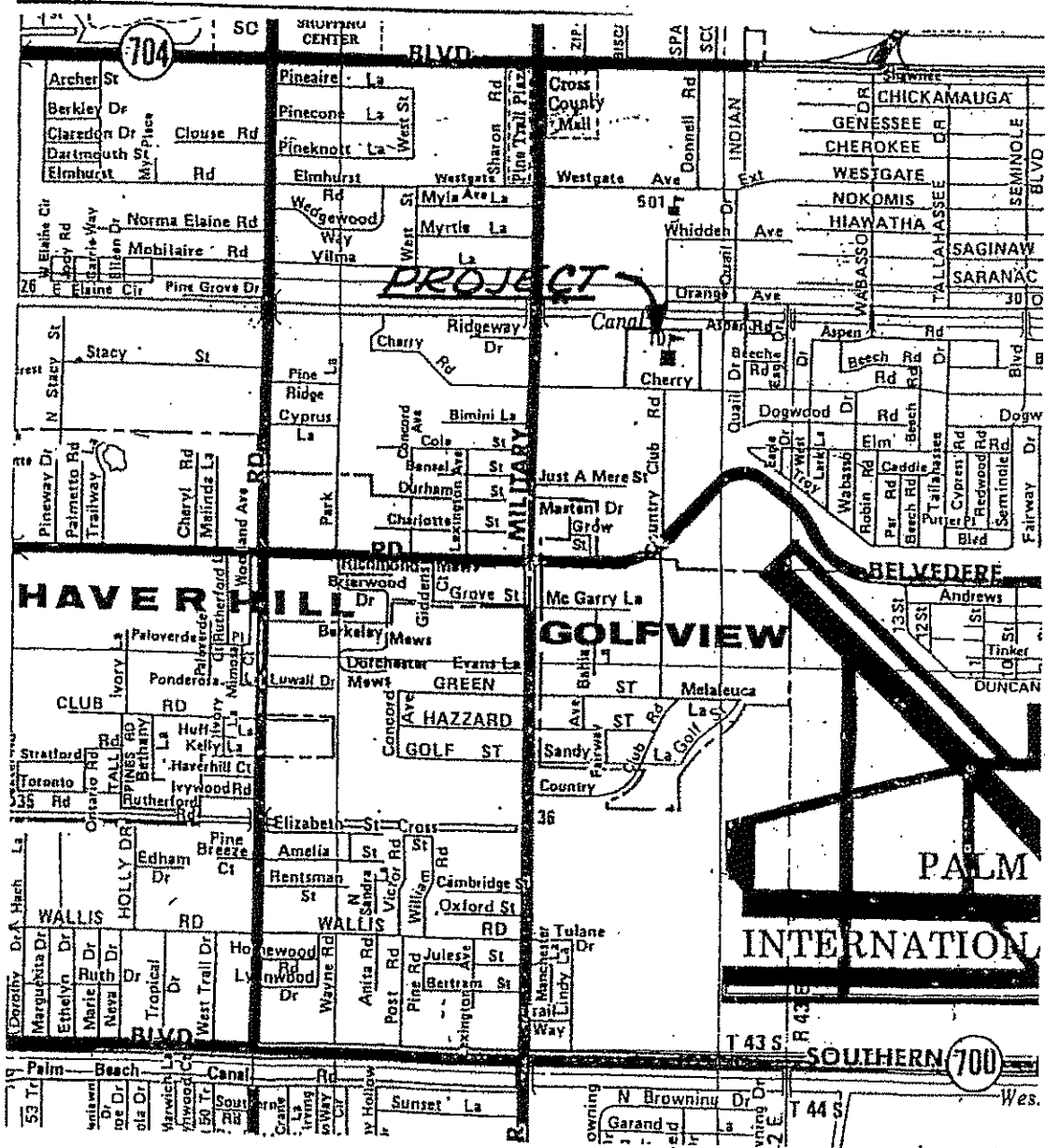
C. Other Department Review:

*[Signature]*  
 \_\_\_\_\_  
 Department Director

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

**Background and Justification (Continued):**

approved the final renewal option to March 31, 2015. The County does not currently have any County-owned space available for the Library Department's use. The space requirements for this facility will be approximately 30,000 sf. 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.



LOCATION MAP  
N.T.S.



**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 01/08/14 REQUESTED BY: Mike McPherson PHONE: 233-0278

FAX: 233-0270

PROJECT TITLE: Library Annex

PROJECT NO.: 13201

ORIGINAL CONTRACT AMOUNT: NA – Annual CM@ Risk

BCC RESOLUTION#: R-2012-1001

REQUESTED AMOUNT: \$4,311,056

DATE: 07/10/12

CSA or CHANGE ORDER NUMBER: Amendment #3

CONSULTANT/CONTRACTOR: The Weitz Company

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

GMP for Construction Management Services.

CONSTRUCTION	<u>\$4,180,758</u>
CONSTRUCTION (TURN LANE)	<u>\$ 130,298</u>
PROFESSIONAL SERVICES	<u>                    </u>
STAFF COSTS** (Design/Construction Phase)	<u>                    </u>
MISC. (permits, geo-tech, survey, pre-construction services, contingency)	<u>                    </u>
<b>TOTAL</b>	<u>\$4,311,056</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: 3752	DEPT: 321	UNIT: L066	OBJ: 6502	\$1,742,260	<del>8</del>
FUND: 3021	DEPT: 321	UNIT: L066	OBJ: 6502	\$181,476	<del>8</del>
FUND: 3022	DEPT: 321	UNIT: L066	OBJ: 6502	\$834,446	<del>8</del>
FUND: 3751	DEPT: 321	UNIT: L066	OBJ: 6502	\$1,422,576	<del>8</del>
FUND: 3804	DEPT: 411	UNIT: B523	OBJ: 6506	\$130,298	79884
3804	411	B525	6506		59,414

*W*  
1-16-14

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

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: *[Signature]* DATE: 1/15/2014

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

14 - 0334

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

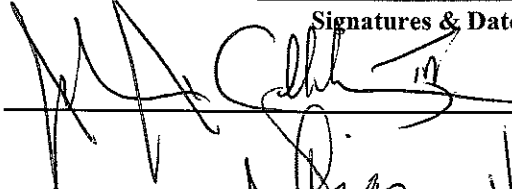
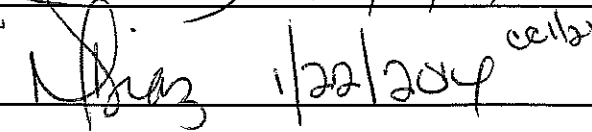
BGEX 321 011414 - 622

BUDGET TRANSFER  
FUND 3021 30.5M GO 03, LIBRARY DISTRICT IMPROVEMENT

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/14/14	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>ANNEX</u>							
321-L066 6502 Building Construction - CIP	0	0	181,476	0	181,476	0	181,476
				0			
<u>RESERVES</u>							
321-9900 9909 Res - Improvement Program	122,747	181,476	0	181,476	0	0	0
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>			<u>181,476</u>	<u>181,476</u>			

PALM BEACH COUNTY  
LIBRARY SYSTEM  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates  
 1/15/14  
 1/22/2014 cella

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF FEBRUARY 04, 2014

Deputy Clerk to the  
Board of County Commissioners

14 - 0335

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

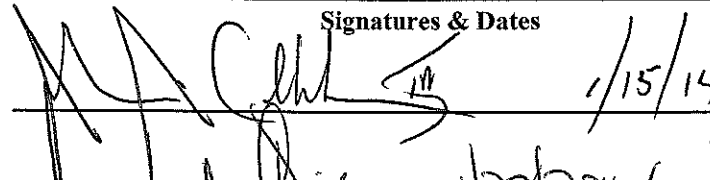
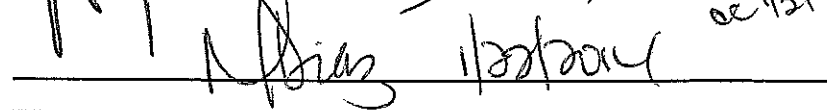
BGEX 321 011414 - 623

BUDGET TRANSFER  
FUND 3022 22.3M GO 06, LIBRARY DISTRICT IMPROVEMENT

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/14/14	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>								
<b><u>ANNEX</u></b>								
321-L066	6502 Building Construction - CIP	0	0	834,446	0	834,446	0	834,446
					0			
<b><u>RESERVES</u></b>								
321-9900	9908 Res - New Projects	0	88,699	0	88,699	0	0	0
321-9900	9909 Res - Improvement Program	0	745,747		745,747			
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>					<u>834,446</u>	834,446		

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 FEBRUARY 04, 2014

Deputy Clerk to the  
Board of County Commissioners

14 - 0338

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA



BGEX 321 011414 - 628

BUDGET TRANSFER  
FUND 3751 LIBRARY EXPANSION PROGRAM

ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/14/14	REMAINING BALANCE
<u>EXPENDITURES</u>							
<u>ANNEX</u>							
321-L066 6401 Machinery & Equipment	0	0	382,125	0	382,125	0	382,125
321-L066 6502 Building Construction - CIP	0	0	1,995,544	0	1,995,544	0	1,995,544
321-L066 6505 Design/Eng/Mgmt-Cip Admin	0	0	229,360	0	229,360	0	229,360
				0			
<u>RESERVES</u>							
321-9900 9908 Res - New Projects	4,933,681	4,933,681	0	2,607,029	2,326,652	0	2,326,652
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>				<u>2,607,029</u>	2,607,029		

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 FEBRUARY 04, 2014

Deputy Clerk to the  
Board of County Commissioners



14 0336

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

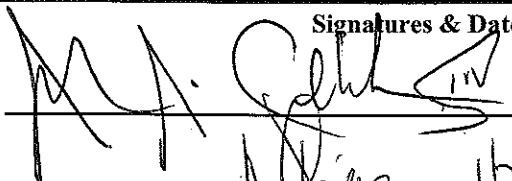

BGEX 321 011414 - 621

BUDGET TRANSFER  
FUND 3752 LIBRARY IMPACT FEES

ACCOUNT NAME AND NUMBER		ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/14/14	REMAINING BALANCE
<u>EXPENDITURES</u>								
<u>ANNEX</u>								
321-L066	6502 Building Construction - CIP	65,000	152,188	1,594,001	0	1,746,189	87,168	1,659,021
					0			
<u>RESERVES</u>								
321-9900	9909 Res - Improvement Program	753,097	1,939,080	0	1,594,001	345,079	0	345,079
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>								
				1,594,001	1,594,001			

PALM BEACH COUNTY  
LIBRARY SYSTEM  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates  
 1/15/14  
 1/21/2014

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF FEBRUARY 04, 2014

Deputy Clerk to the  
Board of County Commissioners

**AMENDMENT NO. 3 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES WITH  
THE WEITZ COMPANY, LLC FOR THE  
LIBRARY ANNEX  
PROJECT NO. 13201**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager (The Weitz Company, LLC) dated 07/10/2012 (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 \$4,311,056 for the construction costs of Library Annex. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 297 calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$510.00/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

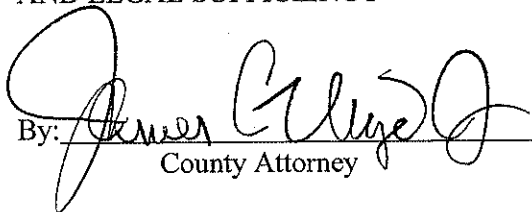
PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

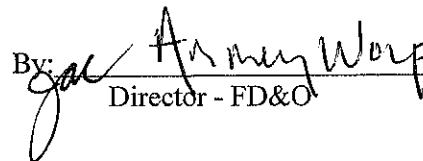
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

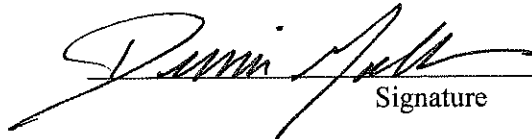
By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER:  
THE WEITZ COMPANY, LLC

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Signature

Marie SALT  
Name (type or print)

Dennis Gallagher  
Name (type or print)

Exec. Vice President  
Title

(Corporate Seal)



**BUILD IN  
GOOD COMPANY.**

**95% CD ESTIMATE**

Project : **PBC Library Annex  
West Palm Beach, FL  
PBC Project No. 13201**

Job # : **F113300**

Date : **1/7/2014 (Rev1)**

Gross Bldg Area (GSF): **29,755 SF**  
Gross Site Area (4 Acres): **132,000 SF**

Estimate Status: **95% CD plans dated 11/19/2013**

Line	Bldg Ticket	Trade Description	Bids Solicited	Bids Received	Current Estimate
1	01A	Construction Management Total			\$ 413,471
2	01B	General Conditions Total			\$ 54,856
3		<b>Subtotal CM &amp; GC</b>			<b>\$ 468,327</b>
4	03E	Concrete Fdtns, Slab & Tiltwall	18	4	\$ 463,842
5	04A	Masonry	-	-	\$ -
6	05A	Structural Steel	23	3	\$ 239,665
7	05C	Misc. Metals	-	-	w/ 05A
8	06A	Rough Carpentry	-	-	\$ 13,251
9	06E	Millwork	12	2	\$ 9,338
10	07A	Insulation	-	-	w/ 09C
11	07B	Fireproofing & Firestopping	-	-	\$ 1,256
12	07D	Membrane Roofing	11	4	\$ 249,964
13	07G	Roof Specialties & Accessories	-	-	w/ 07E
14	07H	Caulking & Waterproofing	13	2	\$ 9,226
15	08A	Doors, Frames & Hardware	17	3	\$ 28,184
16	08F	Overhead & Colling Doors	6	2	\$ 5,116
17	08H	Storefronts & Glazing	14	4	\$ 28,877
18	09A	Stucco & Plaster	-	-	\$ -
19	09C	Drywall & Framing	29	5	\$ 121,759
20	09D	Tilework	18	6	\$ 13,396
21	09E	Acoustical Treatment	9	5	\$ 27,129
22	09G	Carpet & Resilient Flooring	16	5	\$ 27,116
23	09H	Special Flooring	-	-	\$ 30,903
24	09K	Painting	19	3	\$ 75,959
25	10A	General Specialties	4	3	\$ 9,983
26	10D	Signage	-	-	\$ 11,693
27	10L	Toilet Accessories & Partitions	14	4	\$ 10,911
28	21A	Fire Protection	15	4	\$ 67,142
29	22A	Plumbing	19	4	\$ 111,559
30	23A	HVAC	18	5	\$ 578,819
31	26A	Electrical	31	5	\$ 513,489
32	27A	Communications - By Owner	-	-	\$ -
33	28A	Electronic Safety & Security	7	1	\$ 25,375
34		<b>Subtotal Building</b>			<b>\$ 2,673,952</b>
35	31A	Earthwork	7	2	\$ 99,252
36	32A	Paving & Walks	7	2	\$ 201,519
37	32A	Cherry Rd. Turn Lane Paving (Breakout)	7	2	\$ 158,900
37	32D	Landscape & Irrigation	5	3	\$ 87,908
38	32E	Fencing	3	1	\$ 12,258
39	33A	Site Utilities	7	2	\$ 173,649
40		<b>Subtotal Sitework</b>			<b>\$ 733,486</b>
41					
42		<b>SUBTOTAL DIRECT COSTS</b>			<b>\$ 3,875,765</b>
43		General Liability Insurance 1.000%			\$ 43,111
44		Builders Risk Insurance 0.400%			\$ 17,244
45		Builders Risk Deductible			\$ -
46		Performance Bond 1.000%			\$ 43,111
47		Tax Savings TBD 0.000%			\$ -
48		Contractor Contingency 3.000%			\$ 116,273
49		Construction Fee 5.000%			\$ 215,553
50		<b>TOTAL CONSTRUCTION COSTS</b>			<b>\$ 4,311,056</b>

EXECUTED IN TRIPLICATE

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 09134671

BOND AMOUNT: \$4,311,056.00

CONTRACT AMOUNT: \$4,311,056.00

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 L, 18th Floor  
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: PBC Library Annex Building

PROJECT LOCATION: 4215 Cherry Road  
West Palm Beach, FL 33411

LEGAL DESCRIPTION: A Parcel of Land Lying in the Southeast Quarter of Section 25,  
Township 43, South, Range 42 East, Palm Beach County, FL, Being:  
All of the Cherry Road Complex Plat, Recorded in Plat Book 114,  
Of the Public Records of Palm Beach County, Florida

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 million three hundred eleven thousand fifty six and no/100  
(\$4,311,056.00)**

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: PBC Library Annex Building  
Project No.: 13201  
Project Description: New Concrete Tilt Wall Office/Warehouse  
Project Location: 4215 Cherry Road  
West Palm Beach, FL 33411

in accordance with Design Criteria Drawings and Specifications prepared by

Leo A. Daly  
1400 Centrepark Boulevard, Ste 500  
West Palm Beach, FL 33401

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 **PBC Library Annex Building, 4215 Cherry Road, West Palm Beach, FL 33411**, 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.

Maria Hall  
Witness

The Weitz Company, LLC  
Principal (Seal)

[Signature]  
Title

Valdene Sweeney  
Witness

Fidelity and Deposit Company of Maryland  
Surety (Seal)

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

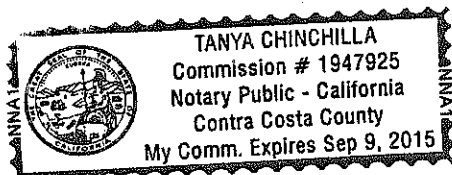
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

STATE OF CALIFORNIA

County of Contra Costa }

On January 8, 2014 before me, Tanya Chinchilla, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Lucas  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public, Tanya Chinchilla

**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: \_\_\_\_\_

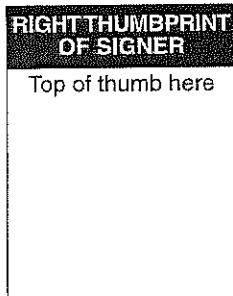
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

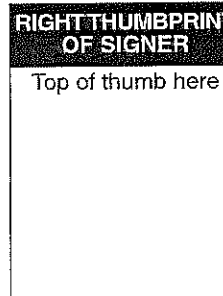
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**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*  
*Eric D. Barnes*  
Assistant Secretary  
Eric D. Barnes

*James M. Carroll*  
*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

**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 8th day of January, 20 14.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**FORM OF GUARANTEE**

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

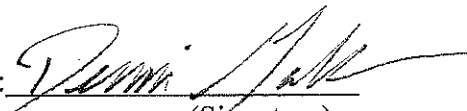
We the undersigned hereby guarantee that the **PBC Library Annex Building**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract 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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa }

On January 8, 2014 before me, Tanya Chinchilla, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Lucas  
Name(s) of Signer(s)



Place Notary Seal Above

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 [Handwritten Signature]  
Signature of Notary Public, Tanya Chinchilla

## 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: \_\_\_\_\_

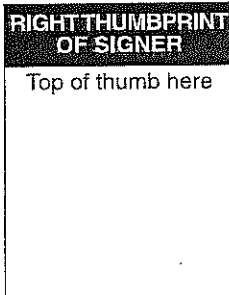
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

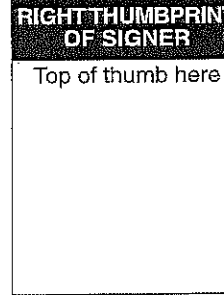
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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

**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 8<sup>th</sup> day of January, 20 14.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2014

DATE (MM/DD/YYYY)

1/17/2014

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 #
INSURED 1360869 THE WEITZ COMPANY, LLC WEITZ FLORIDA 5901 THORNTON AVE. DES MOINES IA 50321	INSURER A: ACE American Insurance Company	22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 12743911 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	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y	Y	G24553474	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/>	N	Y	H08725032	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
A A	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	Y	C47016617 (WI) C47016599 (AOS)	6/1/2013 6/1/2013	6/1/2014 6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER 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)  
PROJECT: PBC PROJECT #13201 LIBRARY ANNEX. 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

## CANCELLATION

12743911  
PBC BOARD OF COUNTY COMMISSIONERS  
2633 VISTA PARKWAY  
WEST PALM BEACH FL 33411

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

*Barney J. Foster*