

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 3, 2015

Consent  
 Workshop

Regular  
 Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

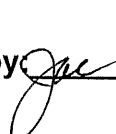
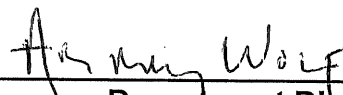
**Motion and Title:** Staff recommends motion to approve: Amendment No. 6 to the contract with The Weitz Company, LLC (R-2012-1001) in the amount of \$361,264 for West Detention Center (WDC) Shower Improvements project in Belle Glade establishing a Guaranteed Maximum Price (GMP).

**Summary:** This Amendment authorizes improvements (epoxy flooring) to the shower flooring at the WDC in order to maintain water tightness and structural integrity of the shower floor and curb and reduce slip and fall liability. The time of construction is 140 days. The Small Business Enterprise (SBE) goal for this contract is 15%. The Weitz Company, LLC's SBE participation for this Amendment is 0%. Overall SBE participation to date achieved by Weitz under this contract is 23.1%. This project will be fully funded from the Criminal Justice and Public Improvement Revenue Bond Series 2008. The Weitz Company, LLC is a local firm and the one subcontractor is out-of-county. **(Capital Improvements Division) District 2 (JM)**

**Background and Justification:** Amendment No. 6 establishes a GMP of \$361,264 and 140 calendar days for completion. This Amendment is necessary to reduce slip and fall liability and maintain water tightness. The upgrade to the shower floor is due to the tile cracking at the shower curb and the infiltration of water which presents a safety and security issue with the inmates and needs to be remedied as soon as possible. The showers were designed with ceramic tile floors which is common practice and appears to be constructed properly. The epoxy upgrade has been tested at other showers in the facility with success and PBSO feels the upgrade will provide for a more reliable and hardened enhancement. The GMP includes the cost of work, the construction manager's fee and a contingency. 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.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 6

Recommended by:   1/21/15  
Department Director Date

Approved by:    
County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2015             | 2016       | 2017       | 2018       | 2019       |
|--|------------------|------------|------------|------------|------------|
| Capital Expenditures                           | \$361,264        | _____      | _____      | _____      | _____      |
| Operating Costs                                | _____            | _____      | _____      | _____      | _____      |
| External Revenues                              | _____            | _____      | _____      | _____      | _____      |
| Program Income (County)                        | _____            | _____      | _____      | _____      | _____      |
| In-Kind Match (County)                         | _____            | _____      | _____      | _____      | _____      |
| <b>NET FISCAL IMPACT</b>                       | <u>\$361,264</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | _____            | _____      | _____      | _____      | _____      |

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

Budget Account No:    Fund    3804    Dept    411    Unit    B527    Object    4907

Program

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

This work is being fully funded by PBSO and the Public Building Improvement Fund.

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]* 1-6-15

**III. REVIEW COMMENTS**

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

*[Signature]* 1/15/15  
 OFMB *KW* *8/1/15*  
 1/14

*[Signature]* 1/22/15  
 Contract Development and Control  
 1-22-15 *B. Wheeler*

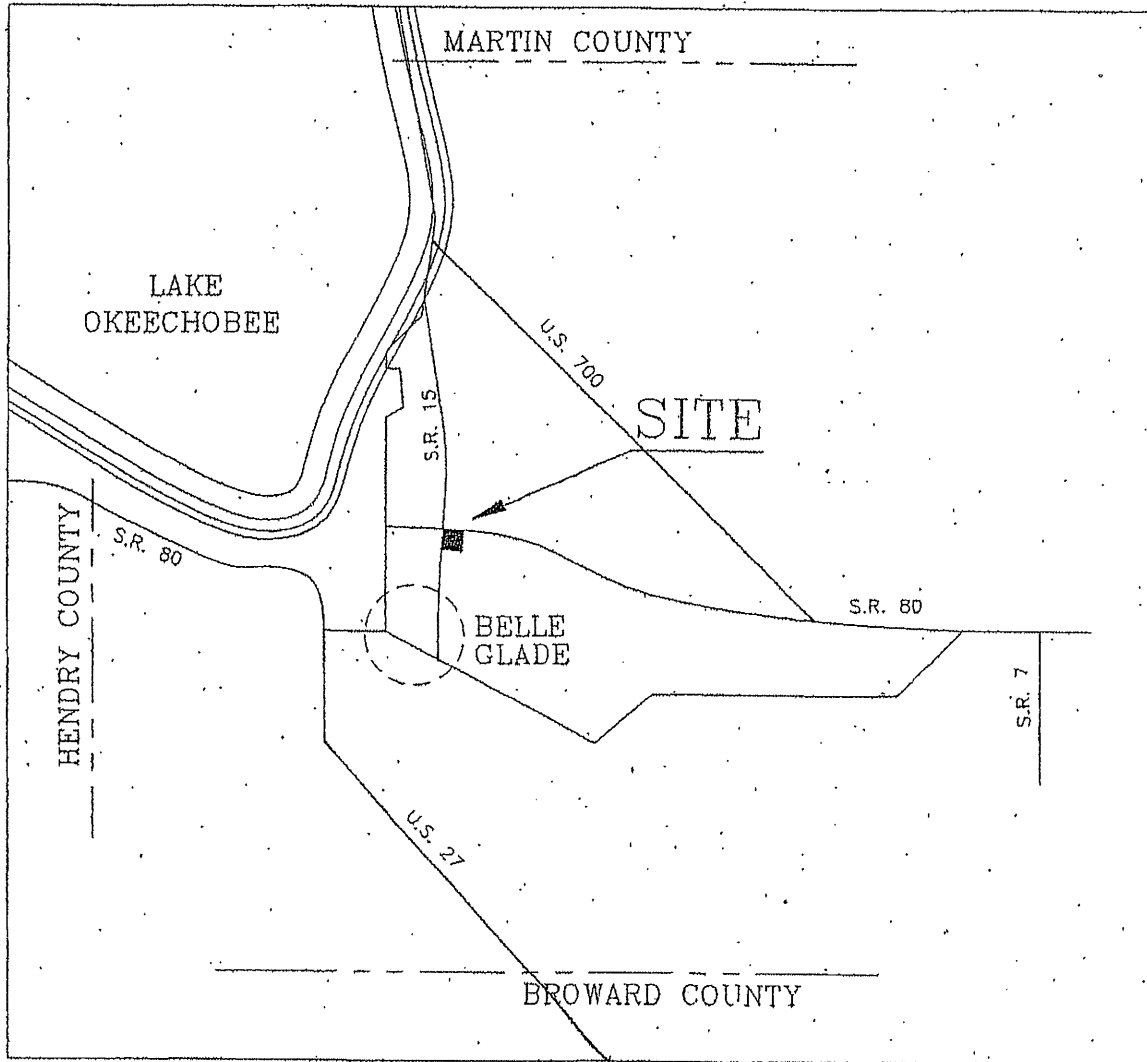
**B. Legal Sufficiency:**

*[Signature]* 1/23/15  
 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: 12/12/14 REQUESTED BY: Mike McPherson PHONE: 233-0278  
FAX: 233-0270

PROJECT TITLE: WDC Shower Renovations

PROJECT NO.: 15202

ORIGINAL CONTRACT AMOUNT: NA - Annual CM

BCC RESOLUTION#: R-2012-1001  
DATE: 07/10/12

REQUESTED AMOUNT: \$371,474

CSA or CHANGE ORDER NUMBER: Amendment #6

CONSULTANT/CONTRACTOR: The Weitz Company

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

GMP for construction services for improvements to the shower flooring.

|   |           |
|---|-----------|
| CONSTRUCTION                              | \$361,264 |
| PROFESSIONAL SERVICES                     |           |
| STAFF COSTS** (Design/Construction Phase) | \$ 10,200 |
| MISC. (permits, geo-tech, survey)         |           |
| TOTAL                                     | \$371,474 |

\*\* 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: 3053 DEPT: 411 UNIT: B362 OBJ: 6502

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

SUBJECT TO IG FEE?  YES  NO

BAS APPROVED BY: [Signature] DATE: 1-26-15

ENCUMBRANCE NUMBER: 121214-251

**AMENDMENT NO. 6 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
WEST DETENTION CENTER (WDC) SHOWER RENOVATIONS  
PROJECT NO. 15202**

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated 07/10/2012 (R-2012-1001) 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 \$361,264 for the construction costs of WDC Shower Renovations. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **140** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$310.00/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, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *James C. [Signature]*  
County Attorney

By: *Jac. Anthony Wolf*  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER: THE WEITZ  
COMPANY, LLC

*Marie Salt*  
Signature

*Dennis Gallagher*  
Signature

Marie Salt  
Name (type or print)

Dennis Gallagher  
Name (type or print)

Exec. Vice President  
Title

(Corporate Seal)



**BUILD IN  
GOOD COMPANY.**

Clarifications

**PBSO WDC Shower Floor Repairs  
Pod's D, E and F (10 Pods, 60 Showers)**

Estimate Clarifications  
December 9, 2014

The Weitz Company GMP Proposal is based on specifications provided by Palm Beach County CID dated 10/03/2014. No other specifications or directions were received or included in this proposal. Unless otherwise already specifically noted, any/all changes having cost impact will be presented to Owner for approval. Scope of work is limited specifically to the following:

**Division 1 - General Requirements**

1. The duration of work on the jobsite to be 20 Weeks (2 Weeks/Pod) from the issuance of a notice to proceed with the project.
2. Part Time (16 Hrs/ week) Project Manager and a full time Field Superintendent are included while work is being performed on site.
3. Work to be performed Monday thru Friday; 8:00AM to 4:30PM.
4. Jobsite temporary utility costs (i.e., temporary power & water consumption) are not included and are to be provided by owner.
5. Building Department Permits and Fees are to be paid by PBC.

**Division 2 – Demolition**

1. No tile is being removed from any of the showers and their surrounding areas. The Weitz Company is not responsible for any existing tile bonding issues that are not readily apparent
2. Minor demolition/clean up work is indented for this project such as necessary safety work, and clean up for each pod. In addition the demolition work will include necessary preparation for specialty flooring subcontractors as directed by the superintendent.

**Division 9 – Specialty Flooring**

1. The selected specialty flooring work will consist of preparation of flooring of the existing showers, removing the exiting curb, apply epoxy flooring material and forming the curb form the epoxy flooring material in accordance to the manufacturer recommendations.
2. The schedule shall be based on immediately starting the subsequent Pod upon completion of each.
3. Measures will be taken to mitigate fume migration (fans, keeping the door close, etc.) but can not guarantee complete contamination.
4. Any plumbing work is excluded from this package.
5. Functional electrical outlets need to be available to the working crew in each Pod.

**Division 10 – Toilet Accessories & Partitions**

1. Work to be performed consists of relocating and reinstalling the existing shower doors locations in order to prevent the excess running water to leave the shower enclosed perimeter. This includes relocating doors  $\pm 3$ " inward towards shower. Holes will be covered with stainless plates.
2. New material such as showers doors is excluded from this GMP.
3. Any other Toilet accessories material or installation is excluded from this package.



**GMP Estimate Summary**

Project : WDC Shower Floor Repairs  
 Date : 12/9/2014

Job # : Gross Area (GSF): 1,068 GSF  
 Estimate Status: GMP  
 Addenda: N/A

Document Date:

| Line | Bid Ticket                              | Trade Description               | Base Bid<br>Dura Bond | Base Bid<br>Trident<br>(Alternate<br>Product) | Sub Bond<br>or<br>Subguard<br>Rate | Sub Bond<br>or<br>Subguard<br>Value | PBC SBE<br>Value | Subcontr<br>actor | Spec Sections                        |
|------|---|---------------------------------|-----------------------|---|------------------------------------|-------------------------------------|------------------|-------------------|--------------------------------------|
| 1    | 01A                                     | General Conditions              | \$ 10,500             | \$ 10,500                                     | 0.00%                              | \$ -                                | \$ -             |                   |                                      |
| 2    | 01B                                     | Construction Management Fee     | \$ 110,250            | \$ 110,250                                    | 0.00%                              | \$ -                                | \$ -             |                   |                                      |
| 3    | 01C                                     | Preconstruction Services        | \$ 5,075              | \$ 5,075                                      | 0.00%                              | \$ -                                | \$ -             |                   |                                      |
| 4    | 02A                                     | Demolition                      | \$ 7,446              | \$ 7,446                                      | 0.00%                              | \$ -                                | \$ -             | Weitz             | General<br>Prep/Cleanup              |
| 5    | 09H                                     | Special Flooring                | \$ 166,020            | \$ 72,950                                     | 2.00%                              | \$ 3,320                            | \$ -             | TBD               | Dura-Flex<br>HYBRI-FLEX<br>EQ28      |
| 6    | 10L                                     | Toilet Accessories & Partitions | \$ 10,841             | \$ 10,841                                     | 0.00%                              | \$ -                                | \$ -             | Weitz             | Remove/<br>Reinstall Shower<br>Doors |
| 7    | <b>SUBTOTAL</b>                         |                                 | <b>\$ 310,132</b>     | <b>\$ 217,062</b>                             |                                    | <b>\$ 3,320</b>                     | <b>\$ -</b>      |                   |                                      |
| 8    | Sub Bonds or Subguard Total             |                                 | \$ 3,320              | \$ 3,320                                      |                                    |                                     |                  |                   |                                      |
| 9    | Permits 0.00%                           |                                 | \$ -                  | \$ -  |                                    |                                     |                  |                   |                                      |
| 10   | General Liability CCIP Insurance 1.000% |                                 | \$ 3,613              | \$ 2,539                                      |                                    |                                     |                  |                   |                                      |
| 11   | Builders Risk Insurance (or DIC) 0.400% |                                 | \$ 1,445              | \$ 1,016                                      |                                    |                                     |                  |                   |                                      |
| 12   | Performance Bond 1.000%                 |                                 | \$ 3,613              | \$ 2,539                                      |                                    |                                     |                  |                   |                                      |
| 13   | Tax Savings (Allowance) 0.000%          |                                 | \$ -                  | \$ -  |                                    |                                     |                  |                   |                                      |
| 14   | Contractor Contingency 5.000%           |                                 | \$ 15,507             | \$ 10,853                                     |                                    |                                     |                  |                   |                                      |
| 15   | Construction Fee 7.000%                 |                                 | \$ 23,634             | \$ 16,613                                     |                                    |                                     |                  |                   |                                      |
| 16   | <b>TOTAL PROJECT</b>                    |                                 | <b>\$ 361,264</b>     | <b>\$ 253,944</b>                             |                                    |                                     |                  |                   |                                      |



**SCHEDULE 1**

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

PROJECT NAME OR BID NAME : PBSO WCD Shower Floor Repairs 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) |
|   | Minority Business              | Small Business                |                                     |          |       |           |                        |
| None Available                              | <input type="checkbox"/>       |                               | _____                               | _____    | _____ | _____     | _____                  |
|   | <input type="checkbox"/>       |                               | _____                               | _____    | _____ | _____     | _____                  |
|   | <input type="checkbox"/>       |                               | _____                               | _____    | _____ | _____     | _____                  |
| (Please use additional sheets if necessary) |                                |                               |                                     |          |       |           |                        |
|   |                                | Total                         | _____                               | _____    | _____ | _____     | _____                  |
| Total Bid Price \$ <u>361,264.00</u>        |                                | Total SBE-M/WBE Participation | Dollar Amount or Percentage of Work |          |       |           | <u>\$0.00</u>          |

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.

**EXECUTED IN TRIPLICATE**

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER: 09160497

BOND AMOUNT: \$361,264.00

CONTRACT AMOUNT: \$361,264.00

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 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: PBSO Shower Floor Repairs

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

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

**Three Hundred Sixty One Thousand Two Hundred Sixty Four and 00/100 (\$361,264.00)**

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: PBSO Shower Floor Repairs  
Project No.: 15202  
Project Description: Repairs to existing shower floors  
Project Location: 38811 James Wheeler Way, Belle Glade, FL 33430

in accordance with Design Criteria Drawings and Specifications prepared by

Leo A. Daly Architects, 1400 Centrepark Blvd., 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:

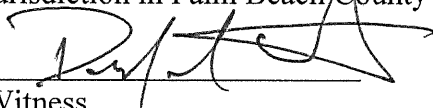
1. Performs the contract between Principal and County for the **PBSO Shower Floor Repairs, 38811 James Wheeler Way, Belle Glade, FL**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

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

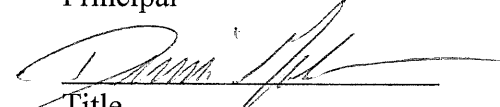
  
\_\_\_\_\_

Witness

The Weitz Company, LLC

Principal

(Seal)

  
\_\_\_\_\_

Title

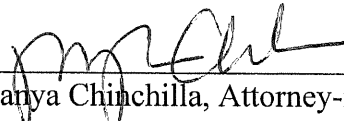
  
\_\_\_\_\_

Witness

Fidelity and Deposit Company of Maryland

Surety

(Seal)

  
\_\_\_\_\_ Title  
Tanya Chinchilla, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

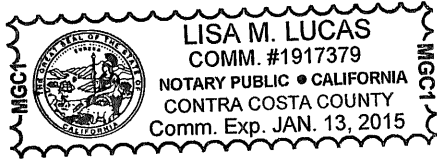
STATE OF CALIFORNIA

County of Contra Costa }

On December 17, 2014 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.



Place Notary Seal Above

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

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

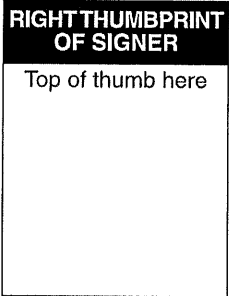
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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: \_\_\_\_\_

**FORM OF GUARANTEE**

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

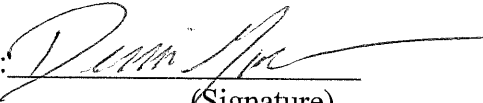
We the undersigned hereby guarantee that the **PBSO Vehicle Shelter**, Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. 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.

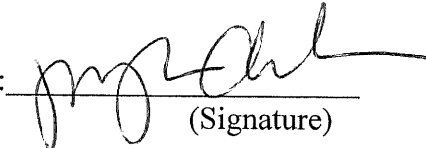
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

The Weitz Company, LLC  
(Contractor) (Seal)

By:   
(Signature)

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

By:   
(Signature)

Tanya Chinchilla, Attorney-in-fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

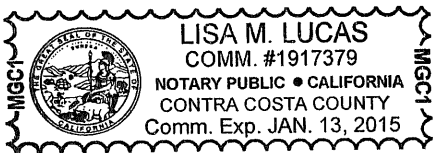
STATE OF CALIFORNIA

County of Contra Costa }

On December 17, 2014 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(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.



Place Notary Seal Above

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

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

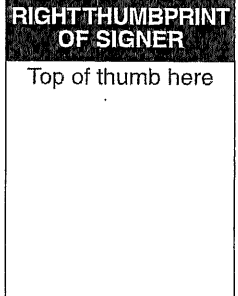
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

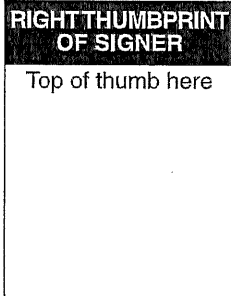
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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 17th day of December, 2014.



*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, deposed 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

6/1/2015

DATE (MM/DD/YYYY)

6/5/2014

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).

|  |                                       |                                |
|--|---------------------------------------|--------------------------------|
| <b>PRODUCER</b><br>Lockton Companies<br>444 W. 47th Street, Suite 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 | <b>CONTACT NAME:</b><br>_____         |                                |
|  | <b>PHONE (A/C, No, Ext):</b><br>_____ | <b>FAX (A/C, No):</b><br>_____ |
| <b>E-MAIL ADDRESS:</b><br>_____  |                                       |                                |
| <b>INSURER(S) AFFORDING COVERAGE</b>   |                                       | <b>NAIC #</b>                  |
| <b>INSURER A:</b> ACE American Insurance Company   |                                       | 22667                          |
| <b>INSURER B:</b>  |                                       |                                |
| <b>INSURER C:</b>  |                                       |                                |
| <b>INSURER D:</b>  |                                       |                                |
| <b>INSURER E:</b>  |                                       |                                |
| <b>INSURER F:</b>  |                                       |                                |

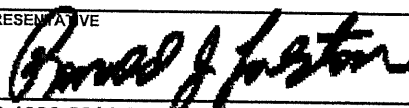
**INSURED**  
 1360869 THE WEITZ COMPANY, LLC  
 WEITZ FLORIDA  
 5901 THORNTON AVE.  
 DES MOINES IA 50321

**COVERAGES**      **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 INSD | SUBR WVD | POLICY NUMBER                           | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|---|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: _____  | Y         | N        | HDOG24554855                            | 6/1/2014                | 6/1/2015                | EACH OCCURRENCE \$ 2,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 2,000,000<br>GENERAL AGGREGATE \$ 4,000,000<br>PRODUCTS - COMP/OP AGG \$ 4,000,000<br>\$                                |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS<br><br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$ | N         | N        | CALH08732620                            | 6/1/2014                | 6/1/2015                | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX<br><br>EACH OCCURRENCE \$ XXXXXXXX<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX |
|          | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | RWCC47144243 (WI)<br>WLRC47144127 (AOS) | 6/1/2014<br>6/1/2014    | 6/1/2015<br>6/1/2015    | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000  |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
 WEITZ FLORIDA: CM @ RISK SERVICES FOR VARIOUS PROJECTS ON A CONTINUING CONTRACT BASIS. PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>12098654<br>PALM BEACH COUNTY<br>CAPITAL IMPROVEMENTS DIVISION<br>2633 VISTA PARKWAY<br>WEST PALM BEACH FL 33411-5604 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|