

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 7, 2015

☐ Consent
☐ Workshop

☒ Regular
☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Amendment No. 1 to the contract with The Weitz Company, LLC (R-2014-0923) in the amount of \$45,766,972 for the Convention Center Parking Garage project establishing a Guaranteed Maximum Price (GMP) based upon design development drawings; and

B) Consultant Services Authorization (CSA) No. 1 to the contract with Leo A. Daly Company (R2014-0677) in the amount of \$681,176 to provide construction administration services.

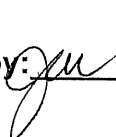
Summary: Amendment No. 1 will provide for the construction of a cast-in-place nine level parking garage consisting of approximately 2,648 parking spaces. The Board approved this project on November 19, 2013, in order to coordinate timing between this project with the hotel construction so that parking for only one peak booking/attendance season is affected. In order for the project to be completed in time for the Convention Center's season starting in December, 2016, site clearing, excavation, and compaction work will proceed prior to issuance of the foundation and building permits. Small Business Enterprise (SBE) participation on this early portion of the work is 20.3%. The Weitz Company, LLC is a local firm and it is anticipated that 75% of the work will be done by local contractors. The time of construction is 606 days. This project is funded through a bond which debt service will be funded by the Tourist Development Tax 1st Cent. CSA No. 1 authorizes the Architect's construction administration and threshold inspection services portion of its contract. These services are required to ensure the construction is built per the specifications and drawings. The SBE participation for Leo A. Daly's contract is 23.6%. **(Capital Improvements Division)**
District 7 (JM)

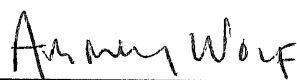
Background and Justification: The GMP includes the cost of work, the construction manager's fee and a contingency. Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as general contractors issuing the subcontracts for construction. The Weitz Company was selected via a request for proposal and the Board approved the preconstruction services for this project on July 1, 2014. Regulatory and permitting approvals for the garage are in process. A Planned Development Amendment is being processed by the City of West Palm Beach as well as the foundation permit. The building permit will be applied for in May.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 1
4. CSA No. 1

Recommended by:



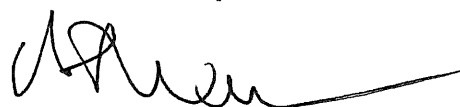


Department Director

3/11/15

Date

Approved by:



County Administrator

3/11/15

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$ _____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ _____	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes ☒ No ☐

Budget Account No: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

The funding for this project is through a bond using the 1st Cent bed tax to pay the debt service.

CONSTRUCTION.....	\$45,766,972
ARCHITECTURAL CONSTRUCTION ADMIN	\$ 681,176
STAFF COSTS.....	\$ 300,000
TOTAL.....	\$46,748,148

C. Departmental Fiscal Review: _____

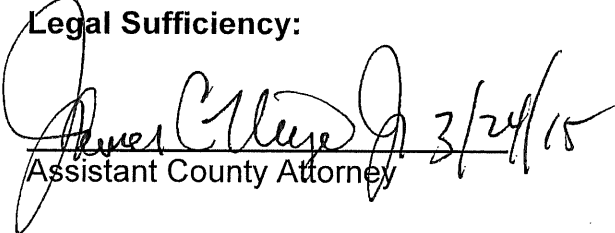
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB *3/13*


Contract Development and Control
3-24-15

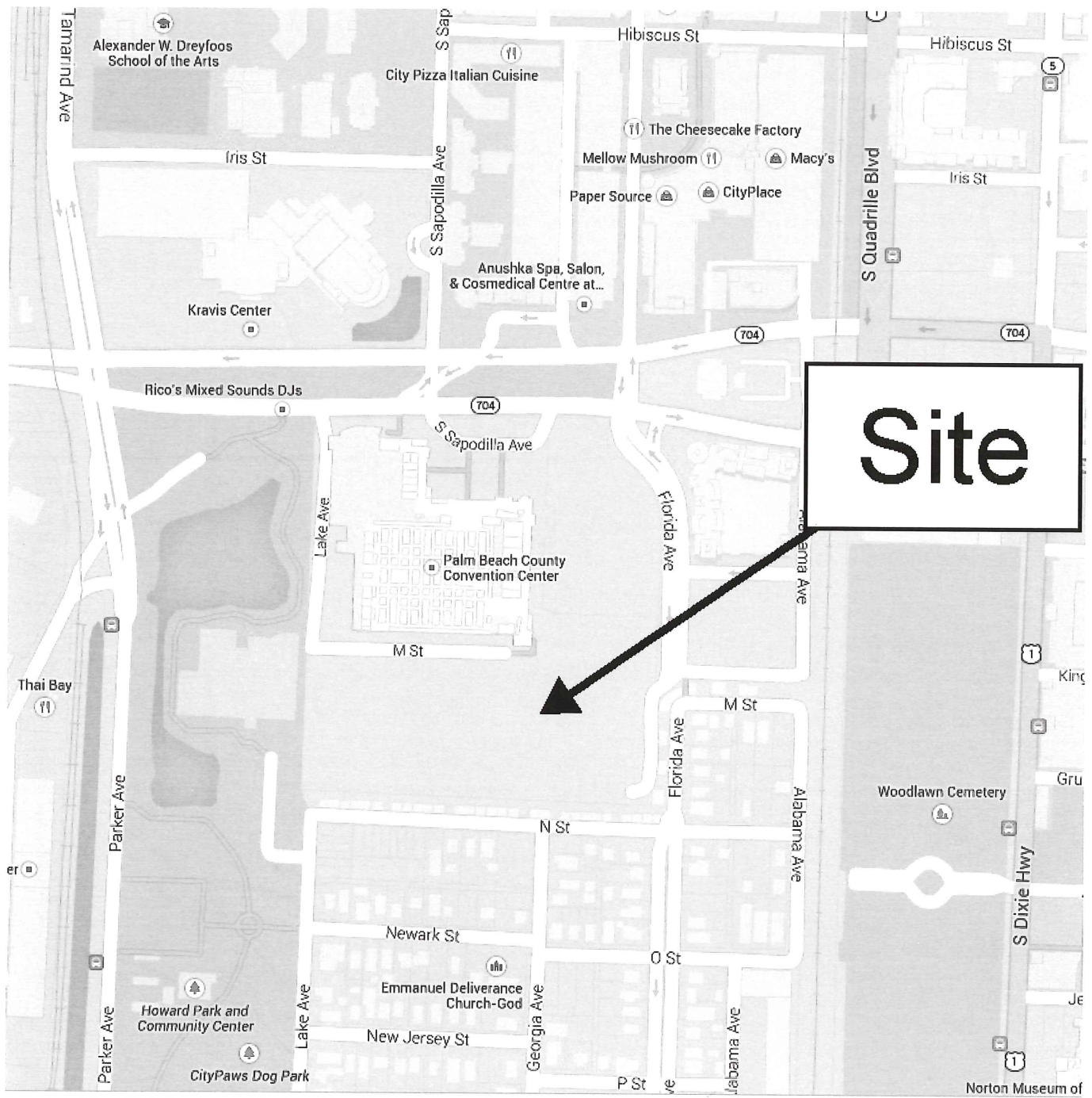
B. Legal Sufficiency:


Assistant County Attorney *3/24/15*

C. Other Department Review:

Department Director

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



REQUEST DATE: 03/10/15 REQUESTED BY: Mike McPherson PHONE: 233-0278
FAX: 233-0270

PROJECT NO.: 13217

BCC RESOLUTION#: R2014-0923
DATE: 07/01/2014

BCC RESOLUTION#: (R-2014-0677)
DATE: 05/20/14

REQUESTED AMOUNT: \$46,748,148

CSA or CHANGE ORDER NUMBER: **Weitz - Amendment No. 1**
Leo A. Daly – Consultant Services Authorization #1

CONSULTANT/CONTRACTOR: Leo A. Daly/The Weitz Company

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

Weitz Amendment #1 GMP for Construction Services.....	\$45,766,972
Leo A. Daly professional services include construction administration services.....	\$681,176

CONSTRUCTION	\$45,766,972
PROFESSIONAL SERVICES	\$ 681,176
STAFF COSTS** (Design/Construction Phase)	\$ 300,000
MISC. (permits, prints, advertising)	
TOTAL	\$46,748,148

*** 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: 3076 DEPT: 411 UNIT: B572 OBJ: 6502 ~~FF~~

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM

☒ OTHER *Bond*

☐ **FEDERAL/DAVIS BACON**

SUBJECT TO IG FEE? ☐ YES , ☐ NO

BAS APPROVED BY: [Signature]

DATE: 5-11-79

ENCUMBRANCE NUMBER: _____

~~*~~ Pending BCC
Approval of Bond
Issue

**AMENDMENT NO. 1 TO CONTRACT FOR
CONSTRUCTION MANAGEMENT SERVICES
CONVENTION CENTER PARKING GARAGE
PROJECT NO. 13217**

WHEREAS, the Owner and Construction Manager (**The Weitz Company, LLC**) acknowledge and agree that the Contract between Owner and Construction Manager dated 07/01/2014 (R-2014-0923) 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 \$ for the construction costs of \$45,766,972. Refer to Exhibit A.

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

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **606** calendar days of receiving the Notice to Proceed with construction work from the Owner. Liquidated Damages are \$1,400/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:  _____
County Attorney

By:  _____
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

 _____
Signature

Marie Salt
Name (type or print)

CONSTRUCTION MANAGER:
THE WEITZ COMPANY, LLC

 _____
Signature

Dennis Gallagher
Name (type or print)

Executive Vice President
Title

(Corporate Seal)

Division	Item Description	Grand Total	Grand Total Unit Price
01A	Construction Management Total	2,038,801	2.21
01B	General Conditions Total	654,004	0.71
03A	Concrete Total	20,533,952	22.29
04A	Masonry Total	381,936	0.41
05B	Metal Grillage & Alum Tube Features Total	3,370,172	3.66
05C	Misc. Metals Total	824,405	0.89
06A	Rough Carpentry Total	83,737	0.09
06D	Finish Carpentry & Installations Total	3,045	0.00
07E	Roofing & Sheet Metal Total	42,013	0.05
07I	Caulking & Waterproofing Total	1,093,296	1.19
08A	Doors, Frames & Hardware Total	112,596	0.12
08D	Special Doors Total	3,045	0.00
08G	Overhead & Coiling Doors Total	149,424	0.16
08I	Storefronts & Glazing Total	532,748	0.58
09A	Stucco & Plaster Total	246,631	0.27
09C	Drywall & Framing Total	18,473	0.02
09D	Tilework Total	83,614	0.09
09E	Acoustical Treatment Total	5,481	0.01
09G	Resilient Flooring Total	7,264	0.01
09J	Special Coatings Total	161,000	0.17
09K	Painting Total	325,615	0.35
10A	General Specialties Total	87,200	0.09
10C	Louvers/Vents/Grilles Total	2,233	0.00
10D	Signage Total	284,585	0.31
11E	Parking Equipment Total	645,648	0.70
14A	Elevators Total	978,870	1.06
21A	Fire Protection Total	261,644	0.28
22A	Plumbing Total	483,140	0.52
23A	HVAC Total	323,791	0.35
26A	Electrical Total	2,602,562	2.82
31A	Earthwork Total	520,000	0.56
31B	Vibroflotation Total	225,330	0.24
31D	Sheet Piling Total	579,628	0.63
31F	Misc. Sitework Total	205,692	0.22
32A	Asphalt Paving Total	576,566	0.63
32B	Pavers & Walks Total	117,766	0.13
32C	Site Improvements Total	45,269	0.05
32E	Landscaping Total	326,674	0.35
32F	Fencing Total	42,888	0.05
33A	Site Utilities Total	302,287	0.33
40A	Entry Canopy Allowance Total	1,300,000	1.41
40B	Security System Allowance Total	175,000	0.19
40C	Artwork Provisions Allowance Total	50,000	0.05
99A	Contingency Total	1,905,761	2.07
99B	Insurance, Fee, Bond Total	3,053,185	3.31
	Grand Total	45,766,972	49.67

LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Palm Beach County Convention Center Parking Garage

PROJECT NO. OR BID NO.: 13217

NAME OF PRIME BIDDER: CECO CONCRETE CONSTRUCTION

ADDRESS: 6453 W. ROGERS CIRCLE - SUITE C4 BOCA RATON, FL 33487

CONTACT PERSON: Tom Wood

PHONE NO.: 813-355-1984

FAX NO.:

BID OPENING DATE:

USER DEPARTMENT:

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE'S ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
	Minority Business	Small Business					(Please Specify)
1. COAST TO COAST FORMING, INC. 270 BUSINESS PARKWAY, SUITE 3 ROYAL PALM BEACH, FL 33411	<input type="checkbox"/>	<input checked="" type="checkbox"/>					\$4,054,465
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total

Total Bid Price \$ 19,888,034

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work

\$4,054,465

20.3%

I hereby certify that the above information accurate to the best of my knowledge:

Signature

REGIONAL MANAGER

Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage 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 and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

PUBLIC CONSTRUCTION BOND

BOND NUMBER F&D/Zurich bond no. 9180457; Liberty Mutual bond no. 070015088

BOND AMOUNT \$45,766,972.00

CONTRACT AMOUNT \$45,766,972.00

CONTRACTOR'S NAME: The Weitz Company, LLC

CONTRACTOR'S ADDRESS: 1720 Centrepark Drive East, West Palm Beach, FL 33401

CONTRACTOR'S PHONE: 561-687-4821

SURETY COMPANY: Fidelity and Deposit Company of Maryland Liberty Mutual Insurance Company
Zurich American Insurance Company

SURETY'S ADDRESS: 1400 American Lane, Twr. 1, 18th floor 175 Berkeley Street
Schaumburg, IL 60196 Boston, MA 02116

SURETY'S PHONE: 847-605-6000 617-357-9500

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

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

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: Convention Center Parking Garage

PROJECT NUMBER: 13217

DESCRIPTION OF WORK: Project Consists of an approximate 2740 space parking garage

PROJECT LOCATION: located on the east third of the convention center surface parking lot
in West Palm Beach, Florida 650 Okeechobee Blvd, West Palm Beach, FL 33401

LEGAL DESCRIPTION: PCN 74434321170010000

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 herein below defined, in the amount of Forty five million seven hundred sixty six thousand nine hundred seventy two & no/100----- (\$ 45,766,972.00)

(Here insert a sum equal to the Contract Price)

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement entered into a contract with the County for

Project Name: Convention Center Parking Garage
Project No.: 13217

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Leo A. Daly, Architects
LOCATION OF FIRM: 1400 Centrepark Drive, #500, West Palm Beach, FL 33407
PHONE: (561) 688-2111
FAX:

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract. ———

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of Convention Center Parking Garage, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

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

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

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

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

Chuck Linger
Witness

Dennis M. Miller
The Weitz Company, LLC
Principal (Seal)

Kurt C. ...
Witness

Executive Vice President
Title
Fidelity and Deposit Company of Maryland
Zurich American Insurance Company
Surety (Seal)

Kurt C. ...
Witness

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

Liberty Mutual Insurance Company
Surety (Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)
On March 5, 2015 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)

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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: Signer's Name:
☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator
☐ Other: ☐ Other:
Signer Is Representing: Signer Is Representing:

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) The Weitz Company, LLC(contractor); Fidelity and Deposit Company of Maryland; Zurich American Insurance Company; Liberty Mutual Insurance Company(sureties)

We the undersigned hereby guarantee that the Convention Center Parking Garage (Project no. 13217) 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]
(Signature)

Fidelity and Deposit Company of Maryland
Zurich American Insurance Company
(Surety) (Seal)

Liberty Mutual Insurance Company
(Surety)

By: Lisa M. Lucas
(Signature)

Lisa M. Lucas, Attorney-in-fact

By: Lisa M. Lucas
(Signature)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Contra Costa)

On March 5, 2015 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)

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(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 [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Document Date:
Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer Is Representing:

Signer's Name:
☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ 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*
Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
County 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, 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



American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, D. Richard Stinson; Lisa M. Lucas; Tanya Chinchilla; William Phillips, Jr.

all of the city of San Ramon, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of September, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 17th day of September, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

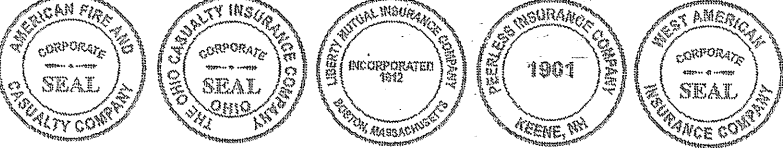
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of March, 2015.



By: David M. Carey
David M. Carey, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2015

DATE (MM/DD/YYYY)
3/4/2015

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 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : ACE American Insurance Company	NAIC # 22667
INSURED	THE WEITZ COMPANY, LLC WEITZ FLORIDA 5901 THORNTON AVE. DES MOINES IA 50321	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: 13384136 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.

SR	TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X	COMMERCIAL GENERAL LIABILITY	Y	Y	HDOG24554855	6/1/2014	6/1/2015	EACH OCCURRENCE \$ 2,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
								MED EXP (Any one person) \$ 5,000
								PERSONAL & ADV INJURY \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
		POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
		OTHER:						\$
A		AUTOMOBILE LIABILITY	N	Y	CALH08732620	6/1/2014	6/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	X	ANY AUTO						BODILY INJURY (Per person) \$ XXXXXXXX
		ALL OWNED AUTOS						BODILY INJURY (Per accident) \$ XXXXXXXX
	X	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
								\$ XXXXXXXX
		UMBRELLA LIAB			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
		EXCESS LIAB						AGGREGATE \$ XXXXXXXX
		DED RETENTION \$						\$ XXXXXXXX
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	Y	RWCC47144243 (WI) WLRC47144127 (AOS)	6/1/2014 6/1/2014	6/1/2015 6/1/2015	X PER STATUTE OTH-ER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
E: PALM BEACH COUNTY CONVENTION CENTER PARKING GARAGE F116300, COUNTY PROJECT NO. 13217. PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, AGENTS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY COVERAGE, ON A PRIMARY, NON-CONTRIBUTORY BASIS, IF REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES WHERE ALLOWED BY LAW AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER	CANCELLATION See Attachments
13384136 PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC. (ITS) PO BOX 20270 LONG BEACH CA 90801	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

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POLICY NUMBER: HDOG24554855

[[CGLPOL3]]

COMMERCIAL GENERAL LIABILITY
CG 20 10 10/01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10/01

POLICY NUMBER: HDOG24554855

[[CGLPOL3]]

COMMERCIAL GENERAL LIABILITY
CG 20 37 10/01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

WHERE REQUIRED BY WRITTEN CONTRACT.

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

CG 20 37 10/01

POLICY NUMBER: RWCC47144243 (WI)
WLRC47144127 (AOS)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against person or organization named in the Schedule. (This agreement applies only to the extent that you preform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Policy Number: RWCC47144243 (WI)
WLRC47144127 (AOS)

**NOTICE TO OTHERS ENDORSEMENT - SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other part whom we are required to notify by statute and in accordance with the cancellation provision of the Policy.

B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.

D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

WC 99 03 69 (01/11)

GL Policy Number: HDOG24554855
AU Policy Number: CALH08732620

**NOTICE TO OTHERS ENDORSEMENT - SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be *in addition to* our notice to you or the first Named Insured, and any other part whom we are required to notify by statute and in accordance with the cancellation provision of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

ALL-32686 (01/11)



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
3/5/2015

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Rockton Companies 44 W. 47th Street, Suite 900 Kansas City MO 64112-1906		PHONE (A/C, No, Ext): (816) 960-9000	COMPANY NAME AND ADDRESS ACE Fire Underwriters Insurance Company		NAIC NO: 20702
E-MAIL ADDRESS:		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
SUB CODE:		POLICY TYPE Property			
NAMED INSURED AND ADDRESS 1112987 THE WEITZ COMPANY, LLC WEITZ FLORIDA 5901 THORNTON AVE. DES MOINES IA 50321		LOAN NUMBER		POLICY NUMBER 108862126001	
EFFECTIVE DATE 6/1/2014		EXPIRATION DATE 6/1/2016		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION 13217 2633 VISTA PARKWAY WEST PALM BEACH FL 33441-5604	PALM BEACH COUNTY CONVENTION CENTER PARKING GARAGE F116300, COUNTY PROJECT NO. 13217. START DATE: APRIL 2015, EST COMP DATE: NOV. 2016, CONTRACT AMT: \$45,766,972.
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 EVIDENCE OF PROPERTY INSURANCE 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.	

COVERAGE INFORMATION		PERILS INSURED	BASIC	BROAD	X	SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$		45,766,972		DED: 10,000 AOP			
		YES	NO	N/A			
<input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE			X		If YES, LIMIT: Actual Loss Sustained; # of months:		
BLANKET COVERAGE		X			If YES, indicate value(s) reported on property identified above: \$		
TERRORISM COVERAGE			X		Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?				X			
IS DOMESTIC TERRORISM EXCLUDED?				X			
LIMITED FUNGUS COVERAGE		X			If YES, LIMIT: DED:		
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X			
REPLACEMENT COST		X					
AGREED VALUE			X				
COINSURANCE			X		If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)				X	If YES, LIMIT: DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			If YES, LIMIT: 1,000,000 DED:		
- Demolition Costs		X			If YES, LIMIT: 1,000,000 DED:		
- Incr. Cost of Construction		X			If YES, LIMIT: 1,000,000 DED:		
EARTH MOVEMENT (If Applicable)		X			If YES, LIMIT: 45,766,972 DED: 25,000		
FLOOD (If Applicable)		X			If YES, LIMIT: 45,766,972 DED: 1% OR 50K MIN		
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT: INCLUDED DED:		
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:			X		If YES, LIMIT: INCLUDED DED:		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X					

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST VE

MORTGAGEE	CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
LENDERS LOSS PAYABLE X	Additional Insured	
NAME AND ADDRESS 175083 PALM BEACH COUNTY C/O INSURANCE TRACKING SERVICES, INC. (ITS) PO BOX 20270 LONG BEACH CA 90801		AUTHORIZED REPRESENTATIVE

ALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS ARE ADDITIONAL INSURED AND LOSS PAYEE.

CONSULTANT SERVICES AUTHORIZATION

LEO A. DALY COMPANY

CONVENTION CENTER PARKING GARAGE

PROJECT NO. 13217

DISTRICT NO. 7

THIS AUTHORIZATION NO. 1 to the Contract dated May 20, 2014 (R-2014-0677) between Palm Beach County and the Consultant identified herein is for the Consultant Services described in Item 4 of this Authorization.

1. **CONSULTANT:** LEO A. DALY COMPANY
2. **History:** Contract in the amount of \$1,817,156 was approved on 5/20/14 by the BCC.
3. **Services completed to date:** Design services have been completed through 100% Design Development. This authorization is for construction administration during the construction of the parking garage.
4. **Description of Services to be provided by Consultant:** Professional services shall include construction administration services as detailed on the attached proposal dated March 4, 2015.
5. **Compensation:** The compensation to be paid to the Consultant for the requested services shall be:

Lump Sum charge of \$681,176

6. **This Authorization may be terminated by the County without cause or prior notice. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for all services performed to termination date, together with reimbursable expenses (if applicable) then due.**

Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without the cause under this Contract.

7. If not previously provided or for a new project, the Consultant shall provide County with an executed Conflict of Interest Disclosure Form, attached hereto and incorporated herein.
8. All terms, conditions, and obligations of the original Contract shall remain in full force and effect, unless specifically noted as follows: No changes.
9. **Time of Commencement:** Consultant shall begin work promptly on the requested services upon receipt of this executed document which shall constitute official **"Notice to Proceed"**.

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms and conditions of the aforementioned Contract.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

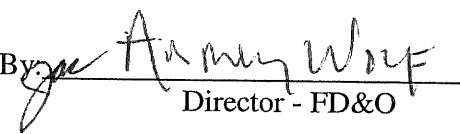
By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

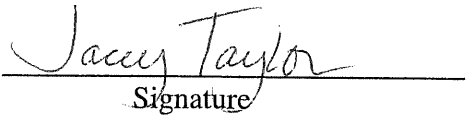
APPROVED AS TO TERMS
AND CONDITIONS

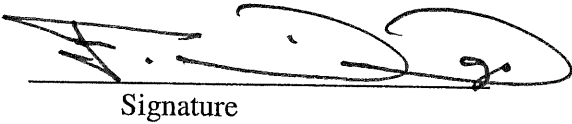
By:  _____
County Attorney

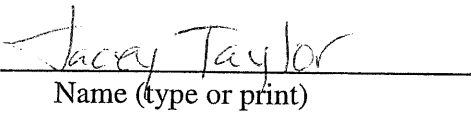
By:  _____
Director - FD&O

WITNESS:

CONSULTANT:
LEO A. DALY COMPANY

 _____
Signature

 _____
Signature

 _____
Name (type or print)

FERNANDO DEL DAGO

Name (type or print)

DIRECTOR OF OPERATIONS

Title

(Corporate Seal)

LEO A DALY

March 4, 2015

PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS



EST. 1915

ABU DHABI
ATLANTA
AUSTIN
BENGHAZI
CHICAGO
COLLEGE STATION
DALLAS
DENVER
DOHA
FORT WORTH
HONOLULU
HOUSTON
ISTANBUL
LAS VEGAS
LOS ANGELES
MIAMI
MINNEAPOLIS
OMAHA
RIYADH
SACRAMENTO
SAN ANTONIO
SAN MARCOS
TAMPA
TRIPOLI
WACO
WASHINGTON, DC
WEST PALM BEACH

Mr. Michael McPherson
Project Manager
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Re: PBC Convention Center Parking Garage Proposal for Supplemental Services

Dear Mr. McPherson;

Thank you for giving us the opportunity to continue our relationship with Palm Beach County and to assist you in seeing your project become a reality. Our proposal agreement is provided hereafter for the supplemental services not included in our original authorization.

Whereas, LEO A DALY, 1400 Centrepark Blvd., Suite 500, West Palm Beach, Florida 33401 (Hereinafter Architect) has made an agreement (Hereinafter Prime Agreement) with Palm Beach County (Hereinafter Client) for the Convention Center Parking Garage (Hereinafter the Project);

I. PROJECT SCOPE

- A. The scope of the project shall include Architectural, Structural, Civil, Landscape, Irrigation, Mechanical, Electrical, Plumbing and Fire Protection services for the new approximately 2740 parking space multi-level parking garage to be located adjacent to the Palm Beach County Convention Center.
- B. The proposed parking garage will consist of approximately 9 total levels; 1 underground, 1 ground level and 7 elevated decks.
- C. The proposed project will include a new covered entry/drop off component for the Convention Center. The new covered drop off will be located at the Southeast end of the existing building.
- D. The contracting format will be CM at risk.

FLORIDA LICENSE
NO. AAC000734

1400 CENTREPARK BOULEVARD
SUITE 500
WEST PALM BEACH, FL 33401
TEL 561.688.2111
FAX 561.697.8040
www.leoadaly.com

LEO A DALY

To: Mr. Michael McPherson
Re: PBC Convention Center Parking Garage Proposal for Supplemental Services
Date: March 4, 2015
Page: 2 of 5

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II. BIDDING & NEGOTIATION PHASE

Leo A Daly will assist the County in the Bidding and Negotiation Phase of the project, this phase will include the following:

1. Attend Pre-Bid Meeting
2. Review and respond to bidding questions throughout the project.
3. Issue clarification sketches or drawings (if required).

III. PERMITTING PHASE

LEO A DALY will be responsible for submitting the signed and sealed construction documents to the designated contractor for submission to the Building Department for permitting. The Design Team will respond to the permitting officials' comments and incorporate any required comments into the final construction document set.

IV. CONSTRUCTION ADMINISTRATION PHASE

The Architect shall visit the site at appropriate intervals to check and report to the Client on the progress and general quality of the work and to determine, in general, if such work is proceeding according to the Construction Documents. The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work or for the acts or omissions of the contractor, subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Construction Documents.

LEO A DALY will promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Contractor. Changes or substitutions to the construction documents will not be authorized without concurrence of the Counties Project Manager and/or Field Representative.

LEO A DALY will report on the progress of the Work, including any deficiencies that may be observed in the Work.

Subconsultants will not be required to make extensive inspections or provide continuous daily on-site inspections (except for the structural threshold inspection services) to check the quality or quantity of the Work unless otherwise set forth in this Agreement.

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Leo A Daly will be responsible for attending two Owner/Architect/Contractor (O.A.C) meetings per month and writing minutes for all O.A.C meetings and field inspections.

ONM&J Engineers will be responsible for threshold inspection services during the Construction Phase of the Project. Please refer to Exhibit "B" for Threshold Inspection Scope of Services.

V. DELIVERABLES

Two Signed and Sealed sets of drawings/specifications will be submitted to the Building Department for permitting.

VI. SUB-CONSULTANTS

We have identified the following Sub-Consultants that will assist LEO A DALY in the performance of its professional design services.

Sub-Consultant Name	Discipline/Design Service
Timothy Haahs & Associates, Inc.	Parking Consultant/Designer
Civil Design Inc.	Civil Engineering
ONM&J Engineering	Structural Engineering Services
ONM&J Engineering	Structural Threshold Inspections
Gartek Engineering	Mechanical, Electrical, Plumbing and Fire Protection Engineering
Cotleur & Hearing, Inc	Landscaping & Irrigation

VIII. FEE PAYMENT SCHEDULE

A. Compensation for the scope of work outlined herein shall be \$681,176.00 as defined in Exhibit "A" attached.

IX. EXPENSES

Expenses for printing, travel, long-distance communications-telephone, fax and video conference, communications (including postage, express mail and couriers), computer time, printing, plotting and copying are included in our compensation noted above.

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X. ADDITIONAL TERMS AND CONDITIONS

- A. The following sub-consultants and work product are not included in Architect's scope of services:
1. Testing of any existing conditions considered necessary.
 2. LEED Accreditation or related design services or submissions are not included as part of this proposal.
 3. Cost estimating services are to be completed by the Construction manager and are not included as part of this proposal.
 4. All impact and permitting fees will be paid for by the County.
 5. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, LEO A DALY IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**
- B. Field discovered and other unanticipated conditions requiring work outside the scope of this Contract will be brought to the Owner's attention. With the Owner's written consent, services required will be performed and billed as an Additional Service at the rates stipulated herein.
- C. The Architect shall be available to provide Additional Services in addition to the services previously outlined and beyond the scope of this Agreement when authorized by the Owner. Such authorization shall be in the form of an Addendum to this Agreement. All Addenda shall give a brief description of the Project and corresponding fee based on a single stipulated sum or billed at the hourly rates stipulated herein. When executed by the Parties, all Addenda will incorporate all the applicable terms and conditions as outlined in this Agreement. The following standard billing rates are applicable for additional services and for designated basic services denoted within this Agreement.

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STANDARD HOURLY BILLING RATES

Managing Principal	\$275.00
Project Executive	\$197.00
Project Manager	\$180.00
Design Director	\$190.00
Job Captain	\$129.00
Specification Writer	\$146.00
Technician (Draftsperson)	\$ 96.00
Technical Typist	\$ 62.00

Hourly billing rates are reviewed annually and adjustments made where appropriate.

XI. PAYMENTS:

The stipulated compensation shall be billed according to the Counties current Contract for Architectural/Professional Services Agreement.

We appreciate the opportunity to serve your needs in a professional manner and thank you for considering our organization once again. We trust this proposal meets with your approval and look forward to reviewing it with you in detail. If you are in agreement with the contents of this Agreement, please sign and return the enclosed copy via a Consultant Services Authorization. We look forward to collaborating with you in seeing the full, future development potential of your project realized.

Sincerely,
LEO A DALY COMPANY

Fernando Del Dago, AIA

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Attachments:

Exhibit "A": Fee Schedule

Exhibit "B": Threshold Inspection Proposal and Scope of Work

J:\PBC Convention Center Parking Garage\proposal\Revised proposal submitted 3_04_15\15_0304Proposal_PBC-Convention_Center_Parking_Garage.doc

EXHIBIT "A"
PBC CONVENTION CENTER PARKING GARAGE C/A SERVICES
FEE SCHEDULE 3/04/15

	BASIC SERVICES					ADDITIONAL SERVICES			TOTAL	Supplemental & "C/A Services"
	Timothy Haas & Associates, Inc.	ONM&J Engineering	GARTEK Engineering	Leo A Daly	BASIC SERVICES SUB-TOTAL	Civil Design Inc.	Cotleur & Hearing, Inc.	SUPPLEMENTAL SERVICES SUB-TOTAL		
DISCIPLINE/DESIGN SERVICE	Parking Designer	Structural Engineering Services	Mechanical, Electrical, Plumbing and Fire Protection Engineering	Architectural		Civil Engineering	Landscaping, Irrigation & Site Regulatory			
BASIC SERVICES										
Preliminary Phase-Parking Study/Programming/Design Intent Report					\$ -				\$ -	\$ -
Schematic Design					\$ -			\$ -	\$ -	\$ -
Design Development					\$ -			\$ -	\$ -	\$ -
Construction Documents					\$ -			\$ -	\$ -	\$ -
Bidding/Permitting/Negotiation	\$ 4,300	\$ 9,000	\$ 2,790	\$ 24,743	\$ 40,833	\$ 1,600		\$ 1,600	\$ 42,433	\$ 42,433
Construction Administration	\$ 27,950	\$ 42,000	\$ 32,084	\$ 414,325	\$ 516,359	\$ 11,700	\$ 4,500	\$ 16,200	\$ 532,559	\$ 532,559
					\$ -					
TOTAL	\$ 32,250	\$ 51,000	\$ 34,874	\$ 439,068	\$ 557,192 *	\$ 13,300	\$ 4,500	\$ 17,800		
SUB-TOTAL					\$ 557,192 *			\$ 17,800		\$ 574,992
TOTAL-BASIC & ADDITIONAL SERVICES									\$ 574,992.00	
SUPPLEMENTAL SERVICES										
Structural Peer Review									\$ -	\$ -
City of WPB Site Regulatory Review Approval									\$ -	\$ -
Waifinding & Signage Design									\$ -	\$ -
Convention Center Masterplanning									\$ -	\$ -
Threshold Inspection services		\$ 106,184							\$ 106,184	\$ 106,184
Geotechnical Services									\$ -	\$ -
Survey Services									\$ -	\$ -
Traffic Consulting									\$ -	\$ -
Printing/Reimbursables		\$ -							\$ -	\$ -
TOTAL	\$ -	\$ 106,184	\$ -	\$ -		\$ -	\$ -			
SUB-TOTAL								\$ 106,184	\$ 106,184	\$ 106,184
COMBINED TOTAL	\$ 32,250	\$ 157,184	\$ 34,874	\$ 439,068	\$ 663,376	\$ 13,300	\$ 4,500			
GRAND TOTAL									\$ 681,176	\$ 681,176

Note: "Supplemental & C/A Services" phases have been totaled separately per County's request.



O'Donnell, Naccarato, Mignogna & Jackson, Inc.

April 4, 2014

Mr. Fernando Del Dago
 Leo A. Daly
 1400 Centrepark Boulevard
 West Palm Beach, FL, 33401

RE: PALM BEACH COUNTY CONVENTION CENTER PARKING GARAGE
 West Palm Beach, FL
 Project No.: 319.516

SUBJECT: THRESHOLD INSPECTION SERVICES - ESTIMATE

We are pleased to submit the following revised proposal for structural inspection services as per the Florida Statute, Chapter 553, for the above-referenced project. Our proposal is based on the information supplied by your office. The project consists of threshold inspection services for a nine story parking garage (1 underground, 1 ground level and 7 elevated decks) and a roof deck. The anticipated construction schedule is 15 months. For the completion of the threshold portion of this project we estimate 12 months. We estimate 3 months of non-threshold activity. Therefore, we base our threshold inspection fee on 12 months.

The field inspector will be on site on a full time basis as required by The City of West Palm Beach. If the Contractor works overtime requiring our presence, we will invoice at 1.5 times the hourly rate.

Our fee for these services will be \$50.00 per hour based on a 40 hour work week totaling approximately \$2,042.00 per week for a total estimated fee of \$106,184.00 (the total fee will also include the Project Manager billing one third of one hour per week for reviewing and processing reports).

The total estimated fee (does not include overtime) may have to be adjusted once a construction schedule has been issued.

RATE SCHEDULE

Building Inspector\$50.00 / hour
 Project Manager (P.E.) \$125.00 / hour

Payment is due upon receipt of services.

THE CONTRACT TERMS ARE BASED ON THE FOLLOWING:

1. If the structural phase of the project is completed for less than the above estimated time, we will invoice accordingly to the number of hours actually spent on the project. We will also adjust our fee accordingly if the project goes beyond the construction schedule.
2. This fee does not include monies for inspecting the mechanical, electrical and plumbing (M.E.P.).
3. Material testing will be provided by a testing agency retained by others.
4. All open invoices shall be paid in full before issuance of the "Letter of Completion."
5. The General Contractor is responsible to notify ONM&J to inspect the required building components before concealing the work. The General Contractor and its subcontractors are responsible for the initiating, maintenance and supervising of all formwork, strapping, clamping, bracing in connection with the work, including the location, plumbness and levelness of all footings, columns, beams, walls and slabs. Further, the General Contractor is solely responsible for initiating, maintaining and supervising all stucco, primer / paint, caulking and waterproofing membranes in connection with the contract.

321 L.A. Kirksey Street, Suite 200, West Palm Beach, FL 33401-2732 ☎ Tel: 561.835.9994 ☎ Fax: 561.835.8255 ☎
www.onmj.net Florida West Palm Beach Pennsylvania Philadelphia, Lehigh Valley

documents and good construction practice and O'Donnell, Naccarato, Mignogna & Jackson, Inc. is not responsible for inspecting this work.

7. The prevailing rates shall be effective on January 1, 2014 and are expected to remain as stated through December 31, 2014. Should circumstances require adjustment to these rates prior to December 31, 2014, 30 days written notification shall be submitted in advance of the effective date of change.
8. ONM&J, Inc. provides \$1,000,000.00 of Errors and Omissions Insurance.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, We have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

There is no finance charge upon amounts due which are paid within thirty (30) days. A periodic rate of 1.5% per month (an annual percentage rate of eighteen percent (18%) simple interest per annum on the unpaid balance) will be charged to the client's account each month and added to the balance which remains unpaid after thirty (30) days.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Joseph F. Mincuzzi, P.E.
Vice President

or

ACCEPTED BY _____ DATE _____
NAME _____ TITLE _____



SCHEDULE 1

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS
CHANGE ORDER WORKPROJECT NAME: PBC Convention Center Parking GaragePROJECT NO. 13217NAME OF GENERAL CONTRACTOR: Leo A DalyCONTACT PERSON: Fernando Del DagoPHONE NO: 561-688-2111

CCP #: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount					
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. ONMAJ 312 9th Street West Palm Beach, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 157,184.00	\$ 0.00	
2. Gortek Engineering 4723 West Atlantic Ave. #A18 Delray Beach, FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 0.00	\$ 34,874.00	\$ 0.00	\$ 0.00	\$ 0.00	
3. Civil Design, Inc 321 LA Kirksey St. Ste 200 West Palm Beach, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 13,300.00	\$ 0.00	
4. Colleur & Reading Inc. 1994 Commerce Lane, Ste 1 4, Jupiter, FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 4,500.00	\$ 0.00	
5. _____ _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
(Please use additional sheets if necessary)			Total	\$ 0.00	\$ 34,874.00	\$ 0.00	\$ 174,984.00	\$ 0.00

Change Order Price \$ 681,176.00Total Value of SBE Participation \$ 174,984.00MWBE Participation \$ 34,874.00