

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$696,954				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>\$696,954</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget: Yes No
 Does this item include the use of federal funds? Yes No

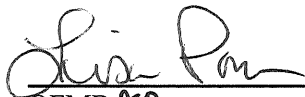
Budget Account No:
 Fund 3807 Dept 411 Unit B647 Object 4907
 Fund _____ Dept _____ Unit _____ Revenue Source _____


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

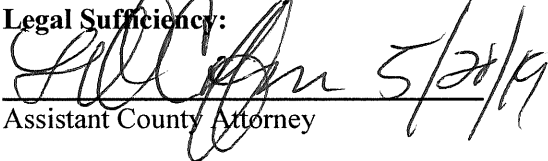
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB ~~PAO~~ 5/14
 5/14

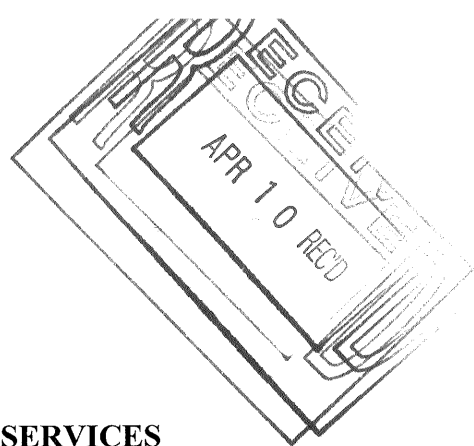

 Contract Development and Control 5/17/19

B. Legal Sufficiency:

 Assistant County Attorney 5/28/19

C. Other Department Review:

 Department Director

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



**SUMMARY SHEET FOR
AMENDMENT/TASK ORDER #3
THE WEITZ COMPANY, LLC**

**TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS**

**CONVENTION CENTER CARPET REPLACEMENT
PROJECT NO. 13210
DISTRICT #7**

This Task Order #3 is for professional Construction Management Services that includes preconstruction services and procurement of wool carpeting with a custom pattern specifically designed for the PBC Convention Center located at 650 Okeechobee Boulevard in West Palm Beach.

These services include procuring approximately 140,000 sf of custom Axminster wool carpet from overseas which is to be delivered to the Port of Miami, delivered to a bonded warehouse by the Weitz Company, LLC, ready for delivery to the Convention Center site.

The annual construction manager, The Weitz Company, will purchase the carpet. This task order is submitted in advance of the amendment for the installation due to the manufacture lead-time necessary to correspond to a July 2019 delivery.

On March 15, 2019 the office of Equal Business Opportunity (OEBO) approved a waiver of Affirmative Procurement Initiatives requirement for the above named goods.

AMENDMENT/TASK ORDER #3
THE WEITZ COMPANY, LLC
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
CONVENTION CENTER CARPET REPLACEMENT
PROJECT NO. 13210

This Task Order is made as of April 10, 2019 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and The Weitz Company, LLC, hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract (R2016-0763) (hereinafter Continuing Contract) between Owner and Construction Manager, dated June 21, 2016, is in full force and effect and this Task Order incorporates all the terms and conditions of the Continuing Contract as supplemented and amended by this Task Order.

WHEREAS, under this Task Order, Owner assigns Project No. 13210 (the Project) to Construction Manager under the Continuing Contract;

WHEREAS, the parties hereto have negotiated a Price between Owner and Construction Manager calculated in accordance with the Continuing Contract whereby the Construction Manager will render pre-construction services for the Project as specified in said Continuing Contract;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sum of money agreed to be paid by the Owner to the Construction Manager, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
 - 2. Pre-Construction Services.** Pursuant to Article 2.1 of the Continuing Contract between Owner and Construction Manager, the parties agree to the Price of \$71,307 for the pre-construction services and the Price of \$625,647 for purchase of carpet for the **Convention Center**, in accordance with the attached proposal dated March 29, 2019, which is attached hereto and incorporated herein by reference. These services include procuring approximately 140,000 sf of custom Axminster wool carpet from overseas which is to be delivered to the Port of Miami, delivered to a bonded warehouse by the Weitz Company, LLC, ready for delivery to the Convention Center site.
 - 3. Contract Modifications and Additions.** The Continuing Contract is hereby modified to include the terms and conditions set forth on Attachments A and B, which are incorporated herein by reference.
 - 4. API(s).** The API for this Continuing Contract is 20% SBE subcontracting participation. To date Construction Manager has achieved 32.3% SBE subcontracting participation on this Continuing Contract. Construction Manager will provide 0% on this Task Order for pre-construction services. (Waiver received on March 15, 2019).
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5. Attachments. The following attachments are attached hereto and incorporated herein by reference:

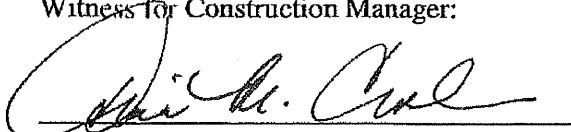
- Attachment A – Contract Modifications and Additions (Waived)
- Attachment B – Affirmative Procurement Initiatives (APIs) (Waived)
- Attachment C – Proposal
- Attachment D - Supply Contract Bond Sample Document (Executed version to be provided by The Weitz Company once contract is executed between Weitz and Royal American Carpets)
- Attachment E - EBO Schedules 1 and 2 (Waived)
- Attachment F - Convention Center – 1st & 2nd Floor Carpet Layout
- Attachment G – Public Construction Bond, Form of Guarantee
- Attachment H – Carpet Specifications

6. Except as specifically modified herein, the Continuing Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Continuing Contract.

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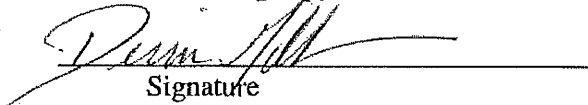
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Task Order on behalf of the COUNTY and the CONSTRUCTION MANAGER has made and executed this Task Order the day and year written below.

Witness for Construction Manager:


Signature

Diane H. Cook
Name (type or print)

Construction Manager
The Weitz Company, LLC

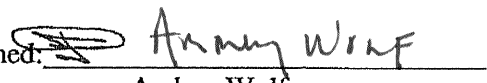

Signature

Dennis Gallagher
Name (type or print)
Executive Vice President
Title

Palm Beach County Board of County Commissioners, By Director, Facilities Development & Operations Department

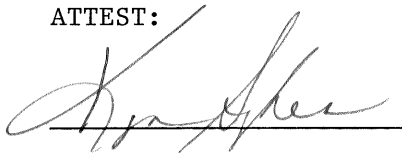
APPROVED AS TO FORM AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

Signed: 
Name: Audrey Wolf

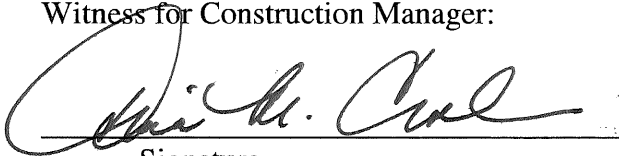
Date: 4/10/19

ATTEST:




IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Task Order on behalf of the COUNTY and the CONSTRUCTION MANAGER has made and executed this Task Order the day and year written below.

Witness for Construction Manager:


Signature


Diane M. Cook
Name (type or print)

Construction Manager
The Weitz Company, LLC


Signature

Dennis Gallagher
Name (type or print)
Executive Vice President
Title

Palm Beach County Board of County Commissioners, By Director, Facilities Development & Operations Department

Signed: 
Name: Audrey Wolf

Date: _____

**ATTACHMENT A
CONTRACT MODIFICATIONS AND ADDITIONS
EBO PROGRAM**

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

1. The following new sections are added to Continuing Contract:

1.10 VSS Registration Required. Prior to beginning work, Construction Manager must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If Construction Manager intends to use subcontractors, Construction Manager must also ensure that all subcontractors are registered as vendors in VSS prior to beginning work. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS.

1.11 Commercial Non-Discrimination. The Construction Manager represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Construction Manager shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subconsultants, subcontractors, vendors, suppliers, or commercial customers, nor shall the Construction Manager retaliate against any person for reporting instances of such discrimination. The Construction Manager shall provide equal opportunity for subconsultants, subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Construction Manager understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Construction Manager from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The Construction Manager acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

2. Section 2.1.13.1 of the Continuing Contract is replaced with the following:

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy. It is the policy of the Board of County Commissioners of Palm Beach County, Florida, (the Board) that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this Contract. The provisions of the EBO Ordinance are applicable to this Contract, and shall have precedence over the provisions of this Contract in the event of a conflict. The Construction Manager agrees to abide by all provisions of the EBO Ordinance and understands that failure to comply with any of the requirements will be considered a breach of this Contract.

b. Affirmative Procurement Initiatives (APIs) Applicable to this Continuing Contract. The APIs approved for this Continuing Contract, including any applicable SBE or M/WBE goals, are set out on Attachment B. If an SBE subcontracting goal has been applied to this Contract, the

Construction Manager may apply an SBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-SBE bid, in which case the award shall be made to the certified SBE submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an SBE price preference where the subcontract will be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than \$100,000 plus 3% of the total bid in excess of \$1,000,000.

c. **API Waiver Requests/Good Faith Efforts.** If Construction Manager is unable to comply with the API requirements established by the County's Goal Setting Committee for this Contract, then the Construction Manager must request a waiver or partial waiver from the Office of EBO using the forms required by the Office of EBO. Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Construction Manager to comply with the APIs applicable to this Continuing Contract.

Good Faith Efforts means documentation of the Construction Manager's intent to comply with the applicable APIs, including, but not limited to, the following: (1) documentation reflecting the Construction Manager's commitment to comply with SBE or M/WBE goals as established by the County's Goal Setting Committee for the construction subcontracts; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE firms or M/WBE firms listed in the Office of EBO's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE subcontracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of Construction Manager's posting of a bond covering the work of SBE or M/WBE subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Construction Manager; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the Office of EBO.

d. **Required Documentation with GMP Amendment or Work Order.** The Construction Manager shall submit completed Schedule 1(list of all subcontractors, including S/M/WBE participation) and Schedule 2s (Letter of Intent to perform as a subcontractor, including S/M/WBE subcontractors) on all construction subcontracts prior to the GMP Amendment (or Work Order). When completed and submitted, the Schedule 1 and Schedule 2(s) shall become material terms of this Contract. The Construction Manager understands that each S/M/WBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the applicable S/M/WBE participation goal. Construction Manager represents and warrants that, when completed and submitted, the Construction Manager will meet the S/M/WBE participation percentages with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

e. **Required Documentation with Pay Application.** Construction Manager is required to submit accurate progress payment information with each pay application regarding each of its subcontractors, including S/M/WBE subcontractors. The Department shall audit the reported payments to S/M/WBE and non-S/M/WBE subcontractors to ensure that the Construction Manager's reported subcontract participation is accurate. Absent a waiver from the Office of EBO, a Construction Manager's failure to reach the required level of S/M/WBE subcontracting shall be considered a material breach of contract. In the event of Construction Manager non-compliance, the Construction Manager shall be subject to any penalties and sanctions available under the terms of the EBO Ordinance, its contract with the County, or by law.

Construction Manager shall submit the following forms with each pay application:

i. **Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the Construction Manager with each payment application when subcontractors, including S/M/WBE

subcontractors, are utilized in the performance of the contract. This form shall contain the names of all subcontractors, S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor, approved change orders, revised subcontractor contract amount, including revised S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors.

ii. Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.

A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the Construction Manager. The Construction Manager shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Contract.

The Construction Manager shall submit a Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Construction Manager and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the Construction Manager is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

f. S/M/WBE Substitutions. Construction Manager will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the proposal. Requests for substitutions must be submitted to the County Representative and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Construction Manager's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. **Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO.** Upon receiving approval of substitution for the S/M/WBE subcontractor, the Construction Manager must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor. Subcontractors shall specify the type of Work to be performed, the cost or percentage shall also be specified. In the event the Construction Manager is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth below may be imposed by the County.

g. Changes or Additional Work. If the County's issuance of changes or additional work on a project results in changes in the Scope of Work to be performed by a S/M/WBE subcontractor listed in Construction Manager's proposal, the Construction Manager must submit a modified, completed and signed Schedule 2 that specifies the revised Scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

h. EBO Program Compliance, Enforcement, Penalties. Under the EBO Ordinance, the Office of EBO is required to implement and monitor S/M/WBE utilization during the term of this Contract. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. Construction Manager is required to comply with the EBO Ordinance and is expected to comply with the APIs applicable to this Contract, as well as the S/M/WBE utilization contained in the Schedule 1 and 2s submitted by Construction Manager, as the EBO Forms and APIs are incorporated into and made a material component of this Contract.

The Office of EBO and the Department shall have the right to request and review

Construction Manager's books and records to verify Construction Manager's compliance with this Contract and adherence to the EBO Program. The Office of EBO and the Department shall have the right to interview subcontractors to determine contract compliance. Construction Manager shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Construction Manager as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Construction Manager shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Construction Manager does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

3. Section 7.1.2.1 of the Continuing Contract is replaced with the following:

7.1.2.1 As required by Section 218.735, F.S., within ten (10) days from receipt of payment from the Owner, the Construction Manager shall pay each Trade Contractor out of the amount paid to the Construction Manager on account of such Trade Contractor's work, the amount to which said Trade Contractor is entitled reflecting the percentage actually retained, if any, from payments to the Construction Manager on account of said Trade Contractor's work. The Construction Manager shall, by appropriate agreement with each Trade Contractor, require each Trade Contractor to make payments to its subcontractors in a similar manner. *Construction Manager shall provide Trade Contractors hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

4. The first paragraph of General Condition 68.3 is replaced with the following:

68.3 If the pay estimate and support data are not approved, the Construction Manager is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Construction Manager shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Construction Manager, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Construction Manager with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Construction Manager's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Construction Manager and Owner's project staff, Construction Manager may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review

shall occur within ten (10) business days of receipt by Owner of Construction Manager's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Construction Manager must remit undisputed payment due for labor, services, or materials furnished by trade contractors, subcontractors and suppliers hired by the Construction Manager, within 10 days after the Construction Manager's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Construction Manager shall provide trade contractors, subcontractors and suppliers hired by Construction Manager with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

American, Native American, and non-minority women persons (check applicable).

M/WBE Segmented Subcontracting Goals are established on an individual County Contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given Contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic Subcontractors.). The Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts (greater than \$2.5 million)

_____ percent (0 to 20%) of total available evaluation points shall be applied for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

For "best value" Contracts wherein low price is not the only criterion for award, the incentive may be for up to twenty (20) percent of one hundred (100) evaluation points to be reserved for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

Explanation of GSC's reasons for applying this API:

M/WBE Evaluation Preference for "Best Value" RFPs (Formal Solicitations)

_____ percent (0 to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms.

Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE that is awarded a prime Contract under this program may not subcontract more than forty-nine (49) percent of the Contract value to a non-S/M/WBE firm.

Explanation of GSC's reasons for applying this API:

ATTACHMENT B
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR CONSTRUCTION

The API(s) approved for this contract by the GSC are selected below by . Capitalized terms are defined as set forth in the EBO Ordinance. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this contract.

SBE Sheltered Market for Small Construction Contracts (at or below \$100,000)

This Contract is reserved for competition among only certified SBEs.

Small prime Construction Contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

SBE Subcontracting Program

A 20% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of 20% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the Office of EBO shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

SBE Price Preference (Contracts with no opportunity for subcontract, i.e., single trade)

This Contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within the ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

M/WBE Subcontracting Goal

_____ percent (0 to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons.

Up to 40% of this Contract as noted above, shall be subcontracted to eligible M/WBEs (i.e., certified M/WBE firms owned by African American, Hispanic American, Asian American, Native American, and non-minority women persons). However the Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Segmented Subcontracting Goals

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by African American, Hispanic American, Asian

American, Native American, and non-minority women persons (check applicable).

M/WBE Segmented Subcontracting Goals are established on an individual County Contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given Contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic Subcontractors.). The Office of EBO shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or Subcontractor firms.

Explanation of GSC's reasons for applying this API:

M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts (greater than \$2.5 million)

_____ percent (0 to 20%) of total available evaluation points shall be applied for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

For "best value" Contracts wherein low price is not the only criterion for award, the incentive may be for up to twenty (20) percent of one hundred (100) evaluation points to be reserved for qualifying M/WBE joint ventures wherein the certified M/WBE joint venture partner owns fifty (50) percent or greater, and performs fifty (50) percent or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

Explanation of GSC's reasons for applying this API:

M/WBE Evaluation Preference for "Best Value" RFPs (Formal Solicitations)

_____ percent (0 to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms.

Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE that is awarded a prime Contract under this program may not subcontract more than forty-nine (49) percent of the Contract value to a non-S/M/WBE firm.

Explanation of GSC's reasons for applying this API:

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 04/05/19

REQUESTED BY: Mike McPherson

PHONE: 233-0278

PROJECT TITLE: Convention Center Carpet Replacement
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A

IST PLANNING NO.:

REQUESTED AMOUNT: \$696,954

BCC RESOLUTION#: _____
DATE: _____

CSA or CHANGE ORDER NUMBER: Amendment/Task Order #3

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17217 13210

CONSULTANT/CONTRACTOR: The Weitz Company

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

Preconstruction Services\$71,307
Purchase of Carpet\$625,647
Total\$696,954

CONSTRUCTION \$696,954
PROFESSIONAL SERVICES \$
STAFF COSTS* \$
EQUIP. / SUPPLIES \$
CONTINGENCY \$
TOTAL \$696,954

** By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. 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. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.*

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: _____ DEPT: _____ UNIT: _____ OBJ: _____
3807 - 411 - B647 - 4907

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: DC Amount \$ _____)

Department: _____

BAS APPROVED BY: [Signature]

DATE 4/8/19

ENCUMBRANCE NUMBER: _____
KPO 041019 - 426



INTER-OFFICE MEMORANDUM

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo




**Palm Beach County
Board of County
Commissioners**

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay

County Administrator


Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

 printed on sustainable
and recycled paper

Date: Friday, March 15, 2019

To: Audrey Wolf, Director
Facilities Development & Operations (FDO)

From: Tonya Davis Johnson, Director 
Office of Equal Business Opportunity

Re: Approval of Request for Waiver of API Requirements for
Purchase of Wool Carpet Materials
Palm Beach County Convention Center

Your Request for Waiver of API Requirements for the above named goods was received on Friday, March 15, 2019 and has been reviewed. It is the determination of the Office of Equal Business Opportunity (OEBO) that the request for Waiver of API Requirements is **APPROVED**.

The OEBO is granting this waiver based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

If you have any questions, please contact Allen Gray at 561-616-6842 or email at agray@pcgov.org.

Thank you.

cc: Allen Gray, Manager

**ATTACHMENT C
PROPOSAL**

PB County Convention Center Carpet Replacement
West Palm Beach, FL

Version - V1.3

SUMMARY OF PRECONSTRUCTION SERVICES
March 29, 2019

Total Project Durations 1.5 months
Total Estimated Project Cost \$696,954

Description of Services	Duration (weeks)	Hours per Week	Total Hours	Rate (from 'Rates' tab)	Total Cost	Notes
<u>Program Review, Procurement, Scheduling and Logistics, advertise, bid and estimate for GMP:</u>						
<u>Staffing</u>	6. wks					
Project Executive		2	12.00	\$ 160.00	\$ 1,920	
Sr. Pre-Construction Manager			-	\$ 105.00	\$ -	Not Utilized
Pre-Construction Manager			-	\$ 100.00	\$ -	Not Utilized
Sr. Project Manager		4	24.00	\$ 132.00	\$ 3,168	Purchase Order, Bonds, spec development
Project Manager		9	54.00	\$ 105.00	\$ 5,670	Procurement, Logistics, Bidding, Billing
Assistant Project Manager			-	\$ 70.00	\$ -	Not Utilized
Sr. Superintendent			-	\$ 143.00	\$ -	Not Utilized
Project Superintendent			-	\$ 100.00	\$ -	Not Utilized
Construction Manager			-	\$ 155.00	\$ -	Not Utilized
Project Engineer		3	18.00	\$ 65.00	\$ 1,170	Submittals- Carpet, Glue, transition strips
Chief Estimator		2	12.00	\$ 140.00	\$ 1,680	Oversight
Sr. Estimator			-	\$ 120.00	\$ -	Not Utilized
Lead Estimator		5	30.00	\$ 70.00	\$ 2,100	Estimating, spec development
Estimator		4	24.00	\$ 65.00	\$ 1,560	EBO engagement, prebids
Coordinator		4	24.00	\$ 50.00	\$ 1,200	Advertise, solicitations, asst billing
Comptroller		1	6.00	\$ 132.00	\$ 792	Facilitate early payment
MEP Manager			-	\$ 70.00	\$ -	Not Utilized
<u>Reimbursables</u>						
Advertise	2	Day		\$ 200.00	\$ 400	\$ 200/day for 2 days
Plan & Spec reproduction		Lsum		\$ 250.00	\$ -	Not Utilized
Mail & Courier		Lsum		\$ 50.00	\$ -	Not Utilized
Miscellaneous, Office Supplies and Photos		Lsum		\$ 50.00	\$ -	Not Utilized
Travel & Per Diem		Each		\$ 1,000.00	\$ -	Not Utilized
<u>Other Services</u>						
Installer consultant services (verify takeoff quantities & waste, seaming layout, strike offs)	1	Lsum		\$ 4,500.00	\$ 4,500	
Logistics Planning		Lsum		\$ -	\$ -	Included above
Supply Bond	1	Lsum		\$ 18,222.72	\$ 18,223	
Royal American Purchase Order	1	Lsum		\$ 607,424.04	\$ 607,424	
Procure - Initial Set Up	1.5	Rate		\$ 1,035.00	\$ 1,553	
Staffing			204		\$ 651,359	
Fee:				7%	\$ 45,595	
Total Pre-Construction Services	6. wks				\$ 696,954	



**BUILD IN
GOOD COMPANY.**

Clarifications

F120000 – PBC Convention Center Carpet Replacement

Preconstruction Proposal dated March 29, 2019

The Weitz Preconstruction estimate is based on a project review conducted with Mike McPherson with Palm Beach County. The scope of work is included as noted below with specific assumptions and clarifications attached.

Division 01 - General Requirements

1. Preconstruction agreement for the purchase of carpet as identified in Exhibit A.1 from Royal American Carpets.
2. Supplier bond to be provided by Royal American Carpets.
3. Preconstruction Services to include the following;
 - Issuance of Purchase Order for Carpeting.
 - Obtain Supply Bond from supplier.
 - Develop logistics plan with consult from PBC CID and Convention Center.
 - Review submittals for conformance.
 - Develop specifications as necessary for bidding with PBC CID input.
 - Advertise and solicit bidders conforming to EBO requirements.
 - Conduct prebid meetings- 2x.
 - Bidding / Estimating.
 - Update Schedule as necessary.
 - Billing.
4. The project is anticipated to start construction on August 1, 2019. Pending arrival of carpeting.
5. Duration of installation have not been determined to date.
6. Schedule has a 9 calendar day shipping delay contingency included.
7. General Liability Insurance and bond is excluded.
8. Builders Risk (Property) Insurance is excluded.
9. BIM Coordination and/or 3D Modeling is not included.
10. Product Warranty- Per Axminster 80/20 Carpet 10 year warranty.

Division 02 thru 32

1. Cost of Work items are excluded in this agreement. Cost of Work will be established post advertise bidding and estimating.
2. A estimate will follow bidding for carpet installation cost of work items.

Miscellaneous

1. Upon receipt of Weitz billing for carpeting deposits, a payment will be issued by PBC in approximately 2 weeks of this occurrence.

ATTACHMENT D
SUPPLY CONTRACT BOND

Bond Department
Nationwide Mutual Insurance Company
AMCO Insurance Company
Allied Property & Casualty Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391-2006

Supply Contract Bond

Bond No. Bd TBD

KNOW ALL MEN BY THESE PRESENTS, THAT we Royal American Carpets, Inc. of Miami, FL As Principal, and NATIONWIDE MUTUAL INSURANCE COMPANY, Bond Department, Des Moines, Iowa, as Surety, are held and firmly bound unto Palm Beach County, as Obligee, (hereinafter called the Obligee) in the amount of Six Hundred Ten Thousand (\$610,000) Dollars for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal did on the 3rd day of March, 2019, enter into a written contract with said Obligee for furnishing supplies as follows:

Palm Beach County Convention Center - Furnish Custom Carpet

which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to faithfully perform said contract, then this obligation shall be null and void, otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

- (1) That the Obligee shall faithfully and punctually perform all the terms and conditions of Said Contract to be performed by the Obligee.
- (2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to at its home office, 1100 Locust Street, Des Moines, IA 50391-2006 of any breach of said contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.
- (3) All suits at law or proceedings in equity to recover on this bond must be instituted within twenty-four months after date of this bond.

SIGNED, SEALED AND DATED THIS 26th day of February, 2019.

Royal American Carpets, Inc.

To be signed by Royal American
staff member with signature
rights

NATIONWIDE MUTUAL INSURANCE COMPANY

To be signed by Nationwide Mutual
Insurance Company staff member
with signature rights

By: _____

Tyler D. DeBord, Attorney-in-Fact

Power of Attorney Document will be
provided with final executed copy

ATTACHMENT E
EBO SCHEDULES 1 & 2

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBC Convention Center - Carpet Replacement
 NAME OF PRIME RESPONDENT/BIDDER: Weitz Company, LLC
 CONTACT PERSON: _____
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 13210
 ADDRESS: _____
 PHONE NO.: _____ E-MAIL: _____
 DEPARTMENT: _____

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
 PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS /SUBCONSULTANTS
 ON THE PROJECT.**

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
		Minority/Women Business	Small Business					(Please Specify)
1. Weitz Company, LLC	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	696,954	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	696,954	_____
Total Bid Price \$ 696,954		Total SBE - M/WBE Participation			0.00			

- Note:
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 13210

SOLICITATION/PROJECT NAME: PBC Convention Center - Carpet Replacement

Name of Prime: Weitz Company, LLC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: N/A

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

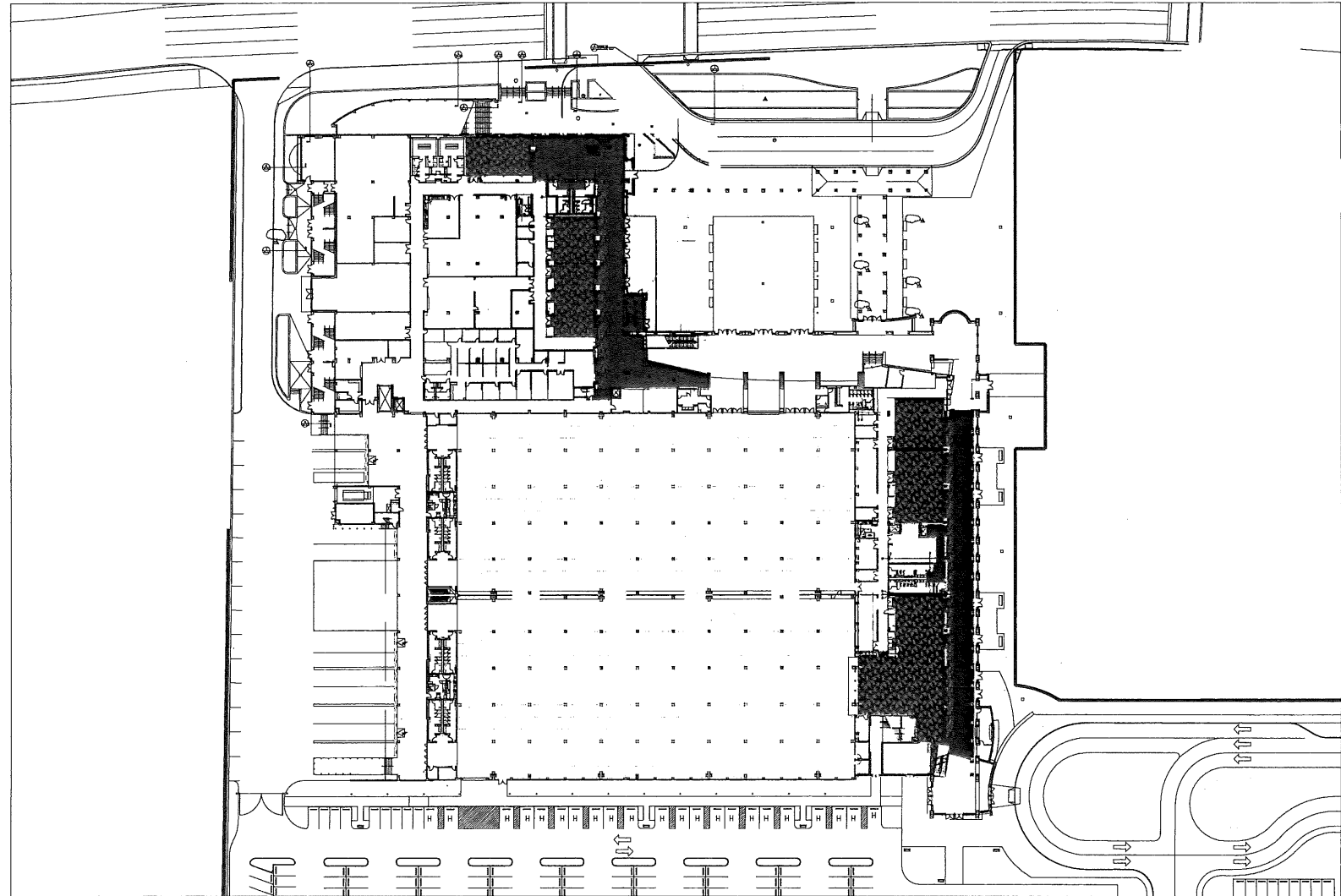
Title

Date: _____

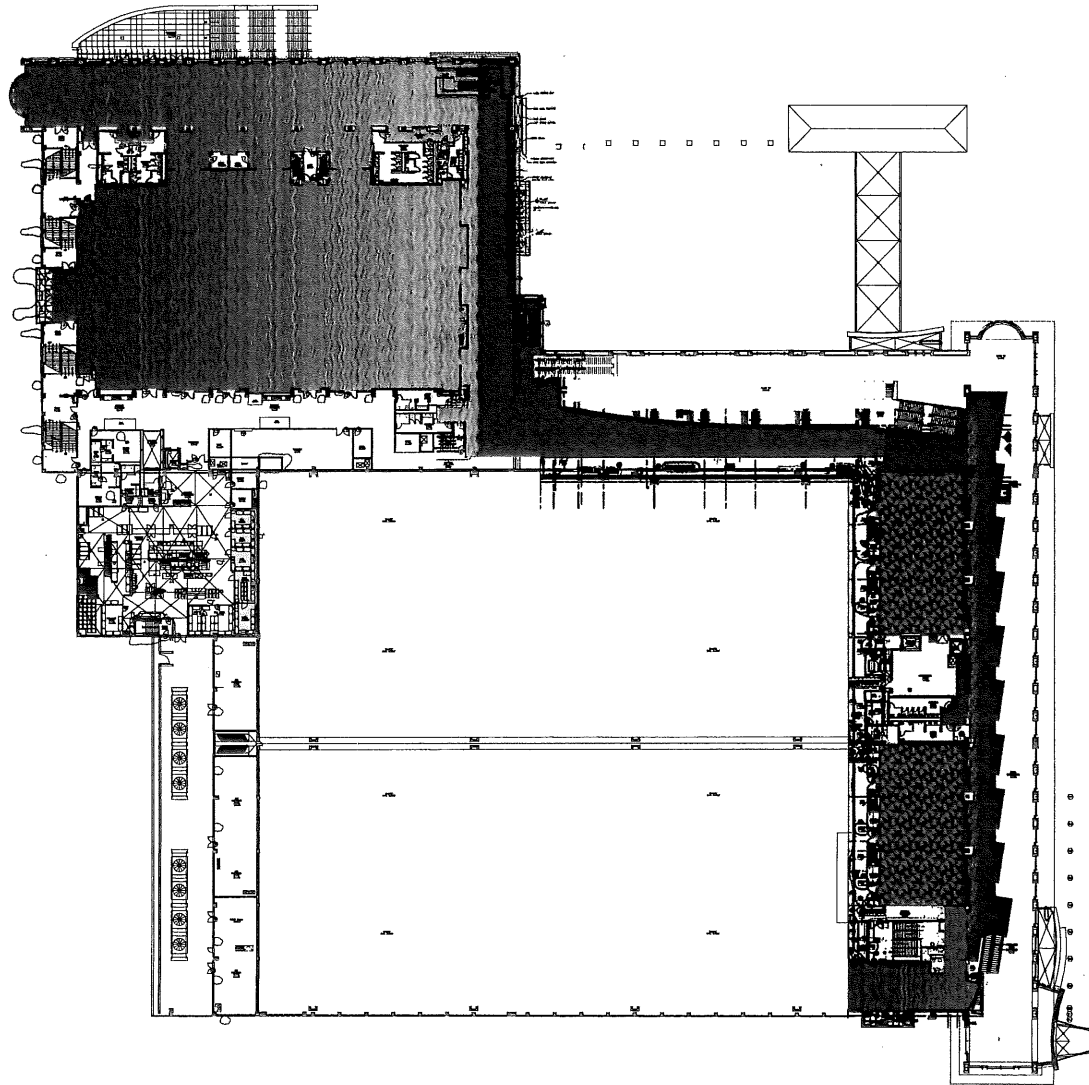
Date: _____

ATTACHMENT F
CONVENTION CENTER – 1ST AND 2ND FL LAYOUT AND PATTERS

DESIGN FIRST FLOOR (ALL SECTIONS)



DESIGN SECOND FLOOR (ALL SECTIONS)





ROYAL AMERICAN CARPETS

ROYAL AMERICAN CARPETS, INC.
3400 NW 113TH COURT
MIAMI, FL 33178

INFO@ROYALAMERICANCARPETS.COM
WWW.ROYALAMERICANCARPETS.COM
T: 305-912-7847

QUOTATION

ORDER NO.: 2602-R
DATE: 03/26/19
TERMS: 50/50
FOB: DDP


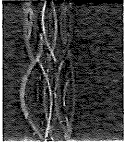
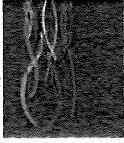
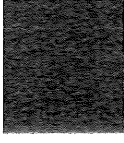
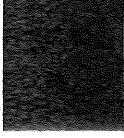
SOLD TO:
The Weitz Company
1720 Centrepark Drive East
West Palm Beach, FL 33401

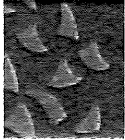
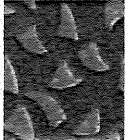

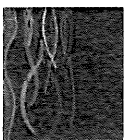


SHIP TO:
TBD








COMMENTS:
All materials to be bonded, as requested





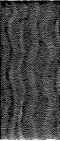


PROJECT:
Palm Beach County Convention Center






ATTN:
Mark Huber

ITEM	DESCRIPTION	QUANTITY	PRICE	PER	TOTAL
	Area Reference: 1st & 2nd Floor Hallways Construction: Axminster Design: 1121-A2-Top Vines Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	131.16	\$ 35.40	square yard \$	4,643.06
	Area Reference: 1st & 2nd Floor Hallways Construction: Axminster Design: 1121-A1-Middle Vines Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	1,169.57	\$ 35.40	square yard \$	41,402.78
	Area Reference: 1st & 2nd Floor Hallways Construction: Axminster Design: 1121-A3-Bottom Vines Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	43.72	\$ 35.40	square yard \$	1,547.69
	Area Reference: 1st & 2nd Floor Hallways, + Offices Construction: Axminster Design: 1121-B1-Center Field Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	2,863.15	\$ 35.40	square yard \$	101,355.51
	Area Reference: 1st & 2nd Floor Hallways Construction: Axminster Design: 1121-B2-Field Gradient Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	1,047.58	\$ 35.40	square yard \$	37,084.33

ITEM	DESCRIPTION	QUANTITY	PRICE	PER	TOTAL
	Area Reference: 1st & 2nd Floor Meeting Rooms Construction: Axminster Design: 1121-C1-Meeting Rooms Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	926.89	\$ 35.40	square yard \$	32,811.91
	Area Reference: 1st & 2nd Floor Meeting Rooms Construction: Axminster Design: 1121-C2-Meeting Rooms Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S45B, S48K, S23M, S45K, S30H, S39K, S15M Material: 80% wool / 20% nylon	2,775.00	\$ 35.40	square yard \$	98,235.00
	Area Reference: 1st & 2nd Floor Stairs and Landings Construction: Axminster Design: 1121-D1-Stairs Pattern Repeat: 78.8"W x 90"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S45K, S30H, S15M Material: 80% wool / 20% nylon	325.00	\$ 35.40	square yard \$	11,505.00
	Area Reference: 2nd Floor Hallway Construction: Axminster Design: 1121-SF-Middle Vines With Waves Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	43.76	\$ 35.40	square yard \$	1,549.10
	Area Reference: 2nd Floor Hallway Construction: Axminster Design: 1121-SF-Bottom Vines With Waves Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	43.76	\$ 35.40	square yard \$	1,549.10
	Area Reference: 2nd Floor Hallway Construction: Axminster Design: 1121-SF-No Vines With Waves Pattern Repeat: 158"W x 180"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	43.76	\$ 35.40	square yard \$	1,549.10
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 1 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	382.49	\$ 35.40	square yard \$	13,540.15

ITEM	DESCRIPTION	QUANTITY	PRICE	PER	TOTAL
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 2 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K Material: 80% wool / 20% nylon	354.50	\$ 35.40	square yard \$	12,549.30
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 3 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K Material: 80% wool / 20% nylon	338.28	\$ 35.40	square yard \$	11,975.11
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 4 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	305.32	\$ 35.40	square yard \$	10,808.33
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 5 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37H, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	305.32	\$ 35.40	square yard \$	10,808.33
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 6 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	311.40	\$ 35.40	square yard \$	11,023.56
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 7 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	311.40	\$ 35.40	square yard \$	11,023.56
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 8 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	293.60	\$ 35.40	square yard \$	10,393.44

ITEM	DESCRIPTION	QUANTITY	PRICE	PER	TOTAL
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 9 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	311.40	\$ 35.40	square yard \$	11,023.56
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 10 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H Material: 80% wool / 20% nylon	311.40	\$ 35.40	square yard \$	11,023.56
	Area Reference: Ballroom & Boardroom Construction: Axminster Design: 1121-BR-Roll 11 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	344.31	\$ 35.40	square yard \$	12,188.57
	Area Reference: Ballroom & Boardroom Construction: Axminster Design: 1121-BR-Roll 12 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	400.14	\$ 35.40	square yard \$	14,164.96
	Area Reference: Ballroom & Boardroom Construction: Axminster Design: 1121-BR-Roll 13 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	357.37	\$ 35.40	square yard \$	12,650.90
	Area Reference: Ballroom & Boardroom Construction: Axminster Design: 1121-BR-Roll 14 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	357.37	\$ 35.40	square yard \$	12,650.90
	Area Reference: Ballroom & Boardroom Construction: Axminster Design: 1121-BR-Roll 15 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	329.43	\$ 35.40	square yard \$	11,661.82

ITEM	DESCRIPTION	QUANTITY	PRICE	PER	TOTAL
	Area Reference: Ballroom & Boardroom Construction: Axminster Design: 1121-BR-Roll 16 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	329.43	\$ 35.40	square yard \$	11,661.82
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 17 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	283.46	\$ 35.40	square yard \$	10,034.48
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 18 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	267.48	\$ 35.40	square yard \$	9,468.79
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 19 Pattern Repeat: 158"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37M, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	161.03	\$ 35.40	square yard \$	5,700.46
	Area Reference: Ballroom Construction: Axminster Design: 1121-BR-Roll 20 Pattern Repeat: 108"W x 360"L Width: 13'-2" Density: 10-row, 44 oz. Colors: S37L, S23M, S48K, S39K, S45B, S45K, S30H, S15M Material: 80% wool / 20% nylon	158.16	\$ 35.40	square yard \$	5,598.86
Freight Charges	Sea Freight + Delivery	1.00	\$ 21,000.00	shipment \$	21,000.00

REMARKS

Quotation prices in effect for 60 days. Pricing subject to change if above noted square yardage should change.
 Lead time approximately 12-14 weeks.
 Order is subject to 3% overage.
 50% deposit required upon order and remaining balance due prior to shipping.
 Processing of this order will begin upon receipt of signed confirmations, approved strike-offs, and received deposit.

SUBTOTAL	\$574,183.06
SALEX TAX (6%)	\$33,240.98
SUPPLY BOND (3%)	\$18,222.72
TOTAL	\$625,646.76

ATTACHMENT G
PUBLIC CONSTRUCTION BOND & FORM OF GUARANTEE

EXECUTED IN QUADRUPLICATE

PUBLIC CONSTRUCTION

BOND

BOND NUMBER: 107042706

BOND AMOUNT: \$696,954.00

CONTRACT AMOUNT: \$696,954.00

CONTRACTOR'S NAME: The Weitz Company, LLC

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

CONTRACTOR'S PHONE: 561-687-4841

SURETY COMPANY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

SURETY ADDRESS: One Tower Square
Hartford CT 06183

OWNER'S NAME: PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

OWNER'S ADDRESS: 301 N. Olive Avenue
West Palm Beach FL 33401

OWNER'S PHONE: (561) 233-0200

DESCRIPTION OF WORK: **Palm Beach County Convention Center
Carpet Replacement Task Order #3
PBC No. 17217, District #7**
13210

PROJECT LOCATION: 650 Okeechobee Boulevard
West Palm Beach FL 33401

LEGAL DESCRIPTION: Palm Beach County Convention Center

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 Oblige, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

**Six Hundred Ninety Six Thousand Nine Hundred Fifty Four Dollars and no/100-
----- (\$696,954.00)**

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: Palm Beach County Convention Center Carpet Replacement
Project No.: 1721713210
Project Description: Task Order #3, Convention Center Carpet Replacement
Project Location: 650 Okeechobee Boulevard, West Palm Beach FL 33401

in accordance with Design Criteria Drawings and Specifications prepared by

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the **Palm Beach County Task Order #3 Convention Center Carpet Replacement**, 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.

Dated 3rd of April, 2019.



Witness

The Weitz Company, LLC

Principal (Seal)

By: 


Title EVP

Travelers Casualty and Surety Company of
America

Surety (Seal)

By: 

Jessica Rosser, Attorney-in-Fact



Witness

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 Texas)
) ss
County of Dallas)

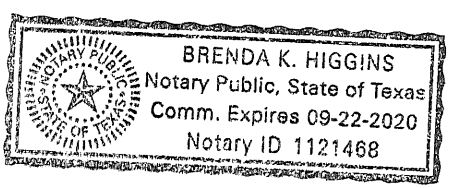
On April 3, 2019, before me, Brenda K. Higgins, Notary Public, personally appeared Jessica Rosser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: Brenda K. Higgins
Brenda K. Higgins, Notary Public

(Seal)



FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) The Weitz Company, LLC and Travelers Casualty and Surety Company of America

We the undersigned hereby guarantee that the **Palm Beach County Convention Center Carpet Replacement, 650 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida 33401**, 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
Principal (Seal)

By: 
Title EVP

Travelers Casualty and Surety Company of America
Surety (Seal)

By: 
Jessica Rosser, Attorney-in-Fact

Architect Project No. 17217

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 Texas)
) ss
County of Dallas)

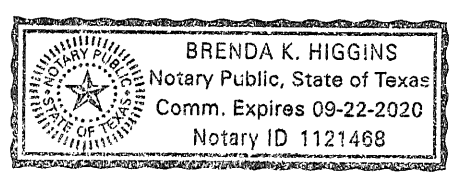
On April 3, 2019, before me, Brenda K. Higgins, Notary Public, personally appeared Jessica Rosser, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature: *Brenda K. Higgins*
Brenda K. Higgins, Notary Public





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Rosser** of **Dallas Texas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



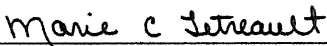
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the **30th** day of **June**, **2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **April**, **2019**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**ATTACHMENT H
CARPET SPECIFICATIONS**



AXMINSTER CARPET SPECIFICATIONS

80% WOOL / 20% NYLON

DENSITY: 10 ROW

Description	Axminster Carpet			
Type	Woven Jacquard Axminster			
Face Yarn	80% British and New Zealand wool, 20% Ascend Conductive Nylon 6,6			
Width Available	m	3.66, 4.00	ft	12', 13'2"
Rows	/inch	10		
Pitch	/inch	7		
Pile Height	mm	7	inch	0.276
Total Height	mm	10	inch	0.394
Yarn Ply & Count	ply	2	Tex	740/2
Yarn Weight / Total Pile Weight	g/m ²	1491	oz/yd ²	44
Total Weight	g/m ²	2250 ± 10%	oz/yd ²	66.4 ± 10%
Primary Backing (Weft)	Polypropylene			
Primary Backing (Warp)	Polyester / Cotton			
Secondary Backing	SBR Fray Resistant Latex Compound			

Fire Classification	Bfl-s1		
Flame Spread Rating	EFL		Fs ≤ 150mm within 20 seconds
Optical Smoke Density	ASTM E662 / NFPA 258		450 or less
Critical Radiant Flux	NFPA Classification 1		0.45 W/cm ² or higher



3400 NW 113th COURT · MIAMI, FL 33178 · (305) 912-7847

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