

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

Meeting Date: November 19, 2019

[X] Consent
[] Workshop

☐ Regular
☐ Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 19-013 to the annual contract with Jack Walsh Carpets and Rugs, Inc. (R2019-1023) in the amount of \$210,405 for the Main Judicial Center (MJC) Public Defender Carpet Replacement project for the period of 120 days from notice to proceed or until project is complete.

Summary: The work consists of the removal of the existing broadloom carpet and installation of new carpet tiles on the 5th and 6th floors of the Public Defender's office. This project was competitively advertised and new contractors were invited to participate in the project bid by submitting prequalification documents prior to the submission of the bid response. This work order was solicited pursuant to the flooring annual contract and the requirements of the Equal Business Opportunity Ordinance (EBO). The annual contract was presented to the Goal Setting Committee on January 2, 2019 and an Affirmative Procurement Initiative (API) of sheltered market was applied for projects under \$100,000 or a small business enterprise (SBE) contractor will be given a price preference if their bid is within 10% of the lowest responsive and responsible bidder for projects in excess of \$100,000. Since this project was over \$100,000, the SBE price preference API was applied. Jack Walsh Carpets and Rugs Inc. is a certified SBE and submitted 100% SBE participation on this work order. The overall SBE participation on the annual flooring contract is 84.35%. Funding for this project is from the Public Building Improvement fund. **(Capital Improvements Division)**
District 7 (LDC)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on May 2, 2019 and Jack Walsh Carpets and Rugs Inc. submitted the lowest responsive and responsible bid of the three (3) bids received. The lowest bidder (Jack Walsh Carpets and Rugs Inc.) had 100% SBE participation.

Attachments:

1. Location Map
2. Work Order No. 19-013
3. Budget Availability Statement
4. Bid Summary
5. Flooring Control Sheet

Recommended by:

Department Director

10/24/19
Date

Approved by:

County Administrator

11/6/19
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2020 | 2021 | 2022 | 2023 | 2024 |
|-------------------------|-----------|------|------|------|------|
| Capital Expenditures | \$223,823 | | | | |
| Operating Costs | | | | | |
| External Revenues | | | | | |
| Program Income (County) | | | | | |
| In-Kind Match (County) | | | | | |
| NET FISCAL IMPACT | \$223,823 | | | | |
| # ADDITIONAL FTE | | | | | |
| POSITIONS (Cumulative) | | | | | |

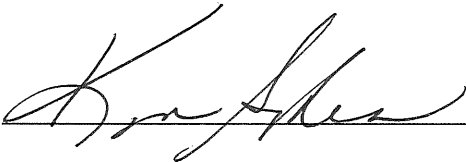
Is Item Included in Current Budget? Yes x No
Does this item include use of federal funds? Yes No x

Budget Account No: Fund 3804 Dept 411 Unit B640 Object 4907 \$80,405
Budget Account No: Fund 3804 Dept 411 Unit B579 Object 4907 \$143,418

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

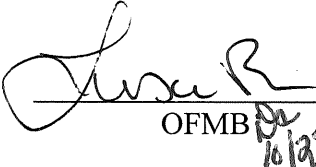
The funding source for this work is from Public Building Improvement Fund.

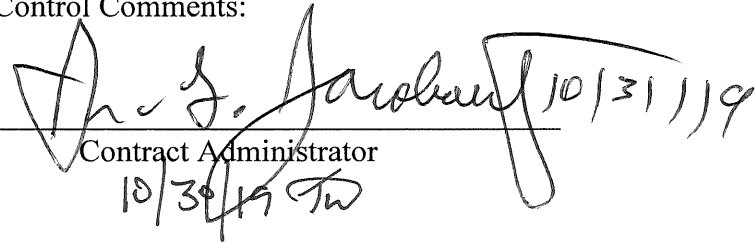
Construction Costs \$210,405
Contingency \$ 13,418
Total \$ 223,823.00

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS:

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


OFMB
10/29/19
10/28


Contract Administrator
10/31/19
TW

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 18321A-R2

Project Name: MJC Public Defender –Carpet Replacement project

Location: 421 3rd Street, West Palm Beach FL 33401



**WORK ORDER 19-013 TO CONTRACT FOR
ANNUAL FLOORING
FOR
PROJECT NAME: MJC PUBLIC DEFENDER – CARPET RENOVATIONS (RE-BID)
PROJECT NO. 18321A-R2**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Jack Walsh Carpets & Rugs, a Florida Corporation, hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated July 23, 2019 (R2019-1023) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

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 Contractor, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Total Bid Amount. Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Flooring between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$210,405** for the construction costs of removal and disposal of all existing broadloom carpeting on the 5th and 6th floors as highlighted on the floor plans. Furnish and install new carpet tiles at all defined areas along with new vinyl cove base with exception of existing wood base along main corridor as set forth on the **Bid Form** attached hereto and incorporated herein by reference.

3. Schedule of Time for Completion. The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **120** calendar days of permit issuance. Liquidated Damages are \$143/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

4. APIs. The APIs applicable to this Contract are attached hereto.

5. EBO Participation to Date. To date Contractor has achieved 100% SBE subcontracting participation on this Contract. Contractor will provide 100% on this Work Order.

6. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2

APIs
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

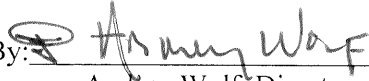
By: _____
Deputy Clerk

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS


By:  _____
County Attorney

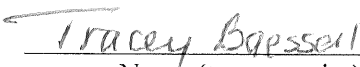
By:  _____
Audrey Wolf, Director - FD&O

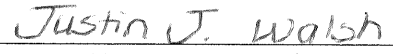
WITNESS: FOR CONTRACTOR
SIGNATURE


CONTRACTOR:
JACK WALSH CARPETS & RUGS

 _____
Signature

 _____
Signature

 _____
Name (type or print)

 _____
Name (type or print)

 _____
Title

(Corporate Seal)

BID FORM

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION TO QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

- a) This Quote/Bid Form completed and executed.
- b) Schedules 1 and 2.
- c) Bid Security. (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL BID/QUOTE AMOUNT \$ 210,405.00

Written amount Two Hundred Ten Thousand Four Hundred Five Dollars

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B and as submitted on its Schedules 1 and 2.

3. Is the Bidder a Palm Beach County Registered S/M/WBE? Yes ☒ No ☐

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer 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, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

BID/QUOTE PROVIDED BY: JACK WALSH CARPERS & SONS

Contractor Name

5/2/2019

Date

[Signature]

Signature

SENIOR ESTIMATOR

Title

Bid/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: MJC Public Defender - Carpet Replacement
NAME OF PRIME RESPONDENT/BIDDER: JACK WALSH CARPETS
CONTACT PERSON: JUSTIN WALSH, BRUCE BRADBURY
SOLICITATION OPENING/SUBMITTAL DATE: 5/2/2019

SOLICITATION/PROJECT/BID No.: 18321A-R2
ADDRESS: 501 ADEMORE DR. WSPB, FL, 33401
PHONE NO.: 561-659-4846 E-MAIL: BRUCE & JACK WALSH CARPETS .COM
DEPARTMENT: Estimating

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 (Please Specify) | |
| | | Minority/Women Business | Small Business | | | | | | |
| JACK WALSH CPTS 501 ADEMORE DR. WSPB FL 33401 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | | | 100 % 100 | | |
| 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 | | | | 100% | | | | | |
| Total Bid Price \$ 210,405.00 | | Total SBE - M/WBE Participation 100% M+L | | | | | | | |

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: 18321A-R2

SOLICITATION/PROJECT NAME: MJC PUBLIC DEFENDER - CARPET REPLACEMENT (RE-BID)

Name of Prime: JACK WALSH CARPETS & RUGS

(Check box(s) that apply)

☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): Nov 4/24/202

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 | Qty./Units | Contingencies/ Allowances | Total Price/Percentage |
|-----------|---|------------|------------|---------------------------|------------------------|
| | FURNISH, INSTALL NEW CPT & RESILIENT BASE & 5TH & 6TH FLOORS. DEMO SAME | 210,405 | 1 | | 100% |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

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: _____

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print name of Prime

Print name of Subcontractor/subconsultant

By: 

By: 

Authorized Signature

Authorized Signature

Print name

Print name

Title

Title

Date: 5/2/2019

Date: _____

Modification of Services April 17, 2019
Palm Beach County
Office of Equal Business Opportunity

Certifies That

Jack Walsh Carpets and Rugs, Inc.

Vendor #JACK0008

*is a Small Business Enterprise as prescribed by section 2-80.20 – 2-80.40 of the Palm Beach
County Code for a three year period from*

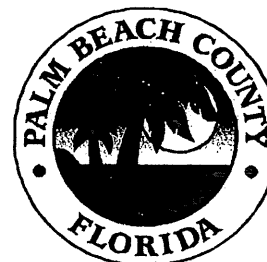
April 17, 2019 to April 24, 2020

The following Services and/or Products are covered under this certification:

**Carpets and Rugs: Cotton, Synthetic, Wool, etc.; Hardwood Flooring
Finishes: Flooring, Wall and Ceiling, etc.; Carpet/Flooring Installation and/or Removal Services
Flooring Maintenance and Repair to Include Refinishing and Sealing Services; Tile and Stone Restoration, Re-
furbishing, Maintenance and Repair Services: Granite, Marble, and Terrazzo; Flooring
Tile and Marble Work, All Types**


Allen F. Gray, Manager

April 17, 2019



Palm Beach County Board of County Commissioners

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

County Administrator
Verdenia C. Baker

**ATTACHMENT “A”
(for Flooring)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION PROCUREMENT
 (“API”s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. 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 Work Order.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are 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 minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☒ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal***

_____ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **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 EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

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

 (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% 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.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

 (Up 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 awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

***FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

ATTACHMENT C
Include Attachment C if bid is \$200,000 or more

PROJECT NUMBER: 18321A-R2

PROJECT NAME: MJC Public Defender – Carpet Replacement

DATE: May 2, 2019

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Jack Walsh Carpets and Rugs, Inc.
(hereinafter called "Principal"), and Contractors Bonding and Insurance Company
(hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid
Dollars, (\$ 5%), (which sum is **at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **MJC Public Defender – Carpet Replacement, Project Number 18321A-R2**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

IN WITNESS WHEREOF, the said Jack Walsh Carpets and Rugs, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its _____
_____, and attested by its _____ under
the corporate seal, and the said Contractors Bonding and Insurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
_____, and attested by its corporate Seal, this 2nd day of May, A.D., 20 19.

ATTEST:

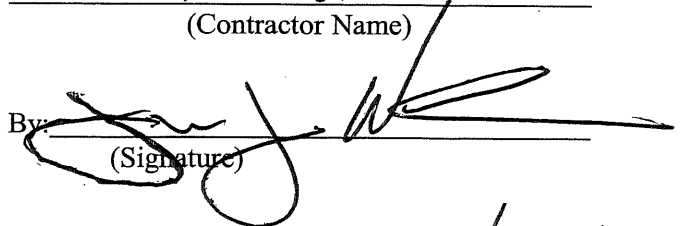
(SEAL)



Bruce Bradbury
Print Name

TITLE: Senior Estimator

Jack Walsh Carpets and Rugs, Inc.
(Contractor Name)

By: 
(Signature)

Print Name: Justin J. Walsh

~~ATTEST:~~

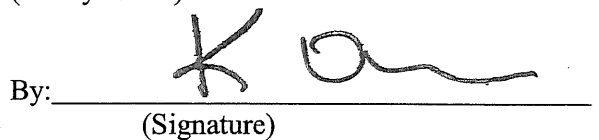
(SEAL)

Rita Lazarides

Rita Lazarides
Print Name

TITLE: Witness

Contractors Bonding and Insurance Company
(Surety Name)

By: 
(Signature)

Print Name: Kevin Wojtowicz, Attorney-in-Fact



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kevin Wojtowicz, John R. Neu, David R. Turcios, Daniel Oaks, Laura D. Mosholder, Becky Stanton, Brett M. Rosenhaus, jointly or severally

in the City of Saint Petersburg, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of November, 2018.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 29th day of November, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 2nd day of May, 2019

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



**ATTACHMENT D
PROJECT REQUIREMENTS
Annual Contract – Flooring**

Date: March 28, 2019

Contact: Rosalyn Acosta, Capital Improvements Division

Phone: (561) 233-2051

Project Title: MJC Public Defender – Carpet Renovations (RE-BID)

Project #: 18321A

Project Location: 421 3rd St, West Palm Beach, FL 33401

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Flooring for additional requirements.
- c. Work to be completed during the afterhours and weekends.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) days of Notice to Proceed.
- f. Liquidated damages will accrue in the amount of \$143 per day.
- g. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

- a. Remove and dispose of all existing broadloom carpeting in the highlighted areas on EXHIBITS 1 & 2.
 1. 5th Floor approximate area 21,990 SF.
 2. 6th Floor approximate area 19,200 SF.
- b. Furnish and install new 24" x 24" Carpet Tiles at all defined areas along with new 4.5" Vinyl Cove Base with the exception of existing wood base along main corridor as indicated on Exhibit 1 & 2.

- c. Contractor will be responsible for moving the furniture prior to removal of the existing carpet. All furniture shall be placed in its original location after installation of the new carpet. User will be responsible for disconnecting, moving and reconnecting all computers, printers, etc.
- d. Termination strips for the new carpet shall be aluminum track and of a type that is ADA compliant.

3. PRODUCT INFORMATION

- a. Vendor shall submit product data and MSDS sheets for all flooring products, adhesive and incidentals, prior to ordering and installation.
- b. New carpet tiles – Shaw FUTURA – IO380, 24" x 24" style: Satellite 00520 n5170 YD, or PBC approved equal. Color: 71335 Gecko. Installation Method: to match existing.
- c. Contractor to provide carpet samples for PM's selection and approval.
- d. New Vinyl Cove Base to be Burke Mercer 4½" Vinyl Base, Color: to match existing at adjacent hallway.
- e. Provide 10% Attic Stock boxes of matching carpet and base (same lot, style and color) for future repairs. Extra cases will be kept on site and stored by Facilities Management.

4. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

5. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.

- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.
- c. The Contractor will be responsible for the delivery of all materials to the designated work areas as needed throughout the project.

6. TEMPORARY PROTECTION

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

7. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

8. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

9. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

10. INSTALLATION

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

Install flooring edge moldings where edge of carpet will be exposed and at transitions to other floor covering in accordance with ADA requirements. Edge molding shall be securely anchored to substrate.

Where carpet meets dissimilar floor surface, approved edge molding and/or transitions shall be used in accordance with ADA requirements.

11. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

12. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

13. SECURITY

All bidders must have “Critical Facilities” badged employees prior to the commencement of any work.

This project is subject to: ☒ Critical Facilities Background Check
 ☐ CJI Facilities Background Check
 ☐ No Background Check

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

PROJECT NAME: MJC Public Defender – Carpet Replacement

PROJECT NUMBER: 18321A-R2

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: April 2, 2019

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page and one (1) attachment.

CHANGE TO INVITATION FOR QUOTE/BID PACKAGE:

1. Insert Attachment D – Project Requirements

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

END OF ADDENDUM

ADD1-1

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

PROJECT NAME: MJC Public Defender – Carpet Replacement

PROJECT NUMBER: 18321A-R2

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: April 26, 2019

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein.

This Addendum consists of one (1) page.

CHANGE TO ATTACHMENT D – PROJECT REQUIREMENTS:

1. Section 2. **SCOPE OF WORK** – Delete item “b” and replace with following:
 - b. Furnish and install new 24” x 24” Carpet Tiles at all defined areas along with new 6” Vinyl Cove Base with the exception of existing wood base along main corridor as indicated on Exhibit 1 & 2.

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), AND ANY PREVIOUSLY ISSUED ADDENDUM(S), BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

END OF ADDENDUM

ADD1-1

PUBLIC CONSTRUCTION BOND

BOND NUMBER RCB0014380

BOND AMOUNT \$210,405.00

CONTRACT AMOUNT \$210,405.00

CONTRACTOR'S NAME: Jack Walsh Carpets & Rugs, Inc.

CONTRACTOR'S ADDRESS: 501 Ardmore Road, West Palm Beach, FL 33401

CONTRACTOR'S PHONE: 561-659-4846

SURETY COMPANY: Contractors Bonding and Insurance Company

SURETY'S ADDRESS: 9025 N. Lindbergh Drive

Peoria, IL 61615

SURETY'S PHONE: 309-692-1000

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: MJC Public Defender – Carpet renovations (re-bid)

PROJECT NUMBER: 18321A-R2

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Removal and disposal of all existing broadloom carpeting on the 5th and 6th floors as highlighted on the attached floor plans. Furnish and install new carpet tiles at all defined areas along with new vinyl cove base with exception of existing wood base along main corridor.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

421 3rd St., West Palm Beach

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

Dollars (\$210,405.00) (Two hundred ten thousand four hundred five and 00/100)

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: MJC Public Defender carpet renovations (re-bid)
Project No.: 18321A-R2
Project Description:
Project Location: 421 3rd St., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A
LOCATION OF FIRM: N/A
PHONE: N/A

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 removal and disposal of all existing broadloom carpeting on the 5th and 6th floors as highlighted on the attached floor plans. Furnish and install new carpet tiles at all defined areas along with new vinyl cove base with exception of existing wood base along main corridor, 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.

Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all 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.

Tracey Bassell
Witness

Rita Lazanides
Witness Rita Lazanides

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

Jack Walsh Carpets & Rugs, Inc.
Principal (Seal)

Secretary-Treasurer
Title

Contractors Bonding and Insurance Company
Surety (Seal)

Brett M. Rosenhaus
Title Brett M. Rosenhaus, Attorney-in-Fact & FL Licensed Agent



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Kevin Wojtowicz, John R. Neu, David R. Turcios, Daniel Oaks, Laura D. Mosholder, Becky Stanton, Brett M. Rosenhaus, jointly or severally

in the City of Saint Petersburg, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of April, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

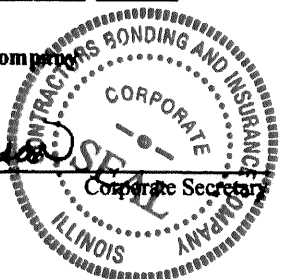


CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this _____ day of _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Jack Walsh Carpets & Rugs, Inc. and Surety Name: Contractors Bonding and Insurance Company.

We the undersigned hereby guarantee that the (MJC Public Defender – carpet renovations (re-bid), Project #18321A-R2) 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

Jack Walsh Carpets & Rugs, Inc.
(Contractor Name) (Seal)

By: [Signature]
(Contractor Signature)
David Seawright/ Secretary -Treasurer
(Print Name and Title)

Contractors Bonding and Insurance Company
(Surety Name) (Seal)

By: [Signature]
(Surety Signature)

Brett M. Rosenhaus, Attorney-in-Fact & Florida Agent
(Print Name and Title)



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

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Kevin Wojtowicz, John R. Neu, David R. Turcios, Daniel Oaks, Laura D. Mosholder, Becky Stanton, Brett M. Rosenhaus, jointly or severally

in the City of Saint Petersburg, State of Florida its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

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IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of April, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 3rd day of April, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

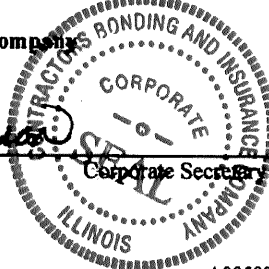


CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this _____ day of _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



0958987020212

A0058817

**NHC****NIELSON, ROSENHAUS & ASSOCIATES**

A NIELSON HOOVER GROUP COMPANY

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, ROSENHAUS & ASSOCIATES, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

October 24, 2019

Jack Walsh Carpets & Rugs, Inc.
501 Ardmore Road
West Palm Beach, FL 33401

RE: Palm Beach County, as Obligee
MJC Public Defender – Carpet renovations (re-bid) (18321A-R2), as Project
Bond No. RCB0014380

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X _____

This letter is also giving **Jack Walsh Carpets & Rugs, Inc.**, as Principal, and/or the **Palm Beach County**, as Obligee, the authority to date the Public Construction Bond and Power of Attorney with the contract date and date the Form of Guarantee upon substantial completion. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,

Brett M. Rosenhaus
Attorney-in-Fact



220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
Main: 561.454.8210
Fax: 561.455.4787

www.nielsonbonds.com

The ACORD name and logo are registered marks of ACORD

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/27/19 REQUESTED BY: Rosalyn Acosta  PHONE: 233-2051

PROJECT TITLE: MJC Public Defender – carpet renovations (RE-BID)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$210,405.00

BCC RESOLUTION#:

eFDO #: 2019-004758

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 421 3rd St., West Palm Beach

BUILDING NUMBER: 1074

DESCRIPTION OF WORK/SERVICE LOCATION: MJC Public Defender

PROJECT/W.O. NUMBER: 18321A-R2

CONSULTANT/CONTRACTOR: Jack Walsh Carpets & Rugs (flooring)

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

Furnish all material, labor, supervision, permits and supplies necessary and reasonably incidental to remove and dispose of all existing broadloom carpeting on the 5th and 6th floors as highlighted on the attached floor plans. Furnish and install new carpet tiles at all defined areas along with new vinyl cove base with exception of existing wood base along main corridor.

| | |
|-----------------------|--------------|
| CONSTRUCTION | \$210,405.00 |
| PROFESSIONAL SERVICES | \$ NA |
| STAFF COSTS* | \$ NA |
| EQUIP. / SUPPLIES | \$ NA |
| CONTINGENCY | \$ NA 13,418 |
| TOTAL | \$210,405.00 |

eFDO 2019-004758



* 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: 3804-411-DEPT: 4907-UNIT: 80405 OBJ:

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: Amount \$)

Department:

BAS APPROVED BY: 

DATE 10/10/19

ENCUMBRANCE NUMBER:

BID SUMMARY

| Project Name: MJC PUBLIC DEFENDER – CARPET REPLACEMENT | | | | | | | |
|--|----------------------------|-----------------------|----------------------------|--|--|--|--|
| Project No. 18321A-R2 | | | | | | | |
| Bid Opening Date: Thursday, May 2, 2019 | | | | | | | |
| CONTRACTOR | JACK WALSH CARPETS | H & H CARPET CO. | BRIAN'S CARPET | | | | |
| BID | \$210,405.00 | \$244,764.99 | \$355,356.00 | | | | |
| BID BOND REQUIRED ONLY IF BID IS OVER \$200K | √ | Pre-qual not received | √ | | | | |
| ADDENDUMs 1 - ** ACKNOWLEDGED | √ | √ | √ | | | | |
| ADDENDUMs 2 ACKNOWLEDGED | √ | √ | √ | | | | |
| ADDENDUMs 3 ACKNOWLEDGED | N/A | N/A | N/A | | | | |
| ADDENDUMs 4 ACKNOWLEDGED | N/A | N/A | N/A | | | | |
| ATTACHMENT 2 (OEBO SCHEDULE 1) | √ | √ | √ | | | | |
| OEBO PARTICIPATION | <u>100% / \$210,405.00</u> | <u>0.0% / \$0.00</u> | <u>100% / \$355,356.00</u> | | | | |
| ATTACHMENT 2 (OEBO SCHEDULE 2) | √ | √ | √ | | | | |

Bid Documents opened by: 

Bids Documents recorded by: 

Note: Tabulation is not official until checked and certified by Capital Improvements Division



