

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: August 25, 2020

Consent       Regular  
 Workshop       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to receive and file:** Amendment No. 4 to the continuing contract with The Weitz Company, LLC (R2016-0763) for the procurement and installation of a temporary trailer at Fire Station No. 17 in an amount of \$400,497 for a period of 76 calendar days from notice to proceed or until the project is complete.

**Summary:** On June 21, 2016, the Board of County Commissioners (BCC) approved the continuing contract with The Weitz Company, LLC (Weitz) to provide construction management services. On May 19, 2020, the BCC authorized the county administrator or designee, which in this case was the Director of Facilities Development and Operations (FDO), to execute Amendment No. 4 to procure and install a temporary trailer at Fire Station No. 17 in amount not to exceed \$450,000. Amendment No. 4 authorized Weitz to establish a guaranteed maximum price (GMP) to coordinate, procure and install the temporary trailer, which will allow fire rescue staff to be relocated back to the Fire Station No. 17 location. Amendment No. 4 was fully executed on behalf of the BCC by the Director of FDO. In accordance with the County Policy and Procedures Manual (PPM) CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. The continuing Construction Manager (CM) contract was presented to the Goal Setting Committee on February 20, 2019 and an Affirmative Procurement Initiative (API) of 20% Small Business Enterprise (SBE) participation was applied to the contract. The CM is not a SBE. SBE participation on this Amendment is 62.2%. To date the CM has achieved 25.81% SBE participation. The CM is a local business. Funding for this project is from the Fire Rescue Improvement Fund. **(Capital Improvements Division) Countywide/District 6 (LDC)**

**Background and Justification:** Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, phasing evaluation, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as a general contractor bidding the subcontracts for construction. The delegation of authority for the County Administrator or designee, which in this case was the Director of FDO, was requested to expedite the execution of the Amendment prior to the next BCC meeting and to allow for prompt procurement of the long lead time trailer.

**Attachment:**  
Amendment No. 4.  
Budget Availability Statement

Recommended by: Army Wolf      7/18/2020  
Department Director      Date

Approved by: Paul      7/31/20  
County Administrator      Date

**II. FISCAL IMPACT ANALYSIS**

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$400,497	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$400,497</b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 3700 Dept. 441 Unit F123 Object 6502

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

The Funding source for Amendment No. 4 is from the Fire Rescue Improvement (Ad Valorem) Fund.

C. Departmental Fiscal Review: *Robert G. Muller*

**III. REVIEW COMMENTS:**

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

<p><u><i>Leslie</i></u>          OFMB  <i>7/22/20</i>  <i>8/7/22</i></p>	<p><u><i>George H. ... for ... Jacobowitz</i></u>          Contract Administrator          7-24-20 <i>TD</i></p>
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**B. Legal Sufficiency:**

*[Signature]*  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**AMENDMENT #4**  
**THE WEITZ COMPANY, LLC**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**ON A CONTINUING CONTRACT BASIS**  
**TEMPORARY FIRE STATION NO. 17 TRAILER**  
**PROJECT NO. 18388**

This Amendment is made as of June 1, 2020 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 between Owner and Construction Manager dated 06/21/16 (R2016-0763) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract including Task Order #8 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #8, Owner assigned Project No. 18388 (the Project) to Construction Manager under the Continuing Contract;

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for the Project, including the Construction Manager's fees calculated in accordance with the terms of the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing Contract;

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Construction Manager's Representations.** The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Continuing Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identified, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Project.

The Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

**3. Guaranteed Maximum Price.** Pursuant to Section 2.2 and Article 6 of the Continuing Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$400,497** for the construction phase of the Project. The GMP is based on the following: **Attachment C.**

**4. Schedule of Time for Completion.** The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within **76** calendar days from the Notice to Proceed from Owner. Liquidated Damages are **\$80/day** for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

**5. 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.

**6. API.** The API for this Continuing Contract is **20%** SBE subcontracting participation. To date Construction Manager has achieved **25.81%** SBE subcontracting participation on this Continuing Contract. Construction Manager will provide **62.2%** on this Amendment.

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

- Attachment A – Contract Modifications and Additions
- Attachment B – Affirmative Procurement Initiatives (APIs)
- Attachment C - GMP Summary
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)
- EBO Schedules 1 and 2

**8.** 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY.

APPROVED AS TO  
LEGAL SUFFICENCY

PALM BEACH COUNTY BOARD, OF  
COUNTY COMMISSIONERS, BY  
DIRECTOR, FACILITIES  
DEVELOPMENT & OPERATIONS  
DEPARTMENT

By: *[Signature]*  
County Attorney

By: *[Signature]*  
Audrey Wolf, Director, PD&O

ATTEST:

*[Signature]*  
FD&O Fiscal

WITNESS:

CONSTRUCTION MANAGER: The  
Weitz Company, LLC

*[Signature]*  
Witness Signature

*[Signature]*  
Signature

Marie SACT  
Print Witness Name

Dennis Gallagher  
Name (type or print)

Exec Vice President  
Title

(Corporate Seal)

**ATTACHMENT A  
CONTRACT MODIFICATIONS AND ADDITIONS**

**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.*

**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:**

**ATTACHMENT C  
GMP SUMMARY**

**Project : Temporary Fire Station No. 17**

Date : 5/5/2020

Gross Area: GSF

Job # : 18388

Line	Bid Ticket	Trade Description	Current Estimate	Subcontractor	Current Estimate \$/GSF	% of Total	No. of Bids Received	Default Sub Bond or SDI Rate	Sub Bonds Calculations	MWBE included in Trade Total	Participation Percentage
1	01A	Construction Management	\$ 50,244	Weitz		12.5%	0	0.00%	\$ -	\$ -	0.0%
2	01B	General Requirements	\$ 13,100	Weitz		3.3%	1	1.50%	\$ 197	\$ -	0.0%
85	13C	Pre-Engineered Structures	\$ 221,575	American Custom Modular		55.3%	1	1.50%	\$ 3,324	\$ 221,575	55.3%
89	21A	Fire Protection	\$ 7,810	Farmer & Irwin		2.0%	1	1.50%	\$ 117	\$ -	0.0%
90	22A	Plumbing / Fire Protection	\$ 4,803	Pinnacle Plumbing		1.2%	3	1.50%	\$ 72	\$ -	0.0%
92	26A	Electrical	\$ 27,600	Current Connections, Inc.		6.9%	2	1.50%	\$ 414	\$ 27,600	6.9%
94	31A	Earthwork	\$ 15,145	Hughes Construction		3.8%	2	1.50%	\$ 227	\$ -	0.0%
99	33A	Site Utilities	\$ -	0		0.0%	0	1.50%	\$ -	\$ -	0.0%
100	<b>SUBTOTAL</b>		\$ 340,277			85.0%	10		\$ 4,350	\$ 249,175	62.2%
101	Sub Bonds or SDI Total		\$ 4,351			1.1%					0.0%
103	General Liability Insurance 1.300%		\$ 5,206			1.3%					0.0%
15	Builders Risk Insurance (or DIC) 0.310%		\$ 1,242			0.3%					0.0%
17	Allowances		\$ 1,000			0.2%					0.0%
19	Performance Bond 1.30%		\$ 5,206			1.3%					0.0%
22	Contractor Contingency 2.00%		\$ 6,806			1.7%					0.0%
23	Construction Fee 10.00%		\$ 36,409			9.1%					0.0%
24	<b>TOTAL PROJECT</b>		\$ 400,497			100.0%				\$ 249,175	62.2%

EXECUTED IN QUADRUPPLICATE

PUBLIC CONSTRUCTION

BOND

BOND NUMBER: 107150975  
BOND AMOUNT: \$400,497.00  
CONTRACT AMOUNT: \$400,497.00  
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: 2633 Vista Parkway  
West Palm Beach FL 33411  
OWNER'S PHONE: (561) 233-0200  
DESCRIPTION OF WORK: **Temporary Fire Station No. 17 Trailer**  
**PBC No. 18388; Task Order #8**  
PROJECT LOCATION: 8130 N Jog Road  
West Palm Beach FL 33412  
LEGAL DESCRIPTION: Temporary Fire Station No. 17 Trailer

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto

Palm Beach County Board of County Commissioners  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

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

**Four Hundred Thousand Four Hundred Ninety Seven Dollars and no/100-----  
(\$400,497.00)**

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: Temporary Fire Station No. 17 Trailer  
Project No.: 18388  
Project Description: Task Order #8, Temporary Fire Station No. 17 Trailer  
Project Location: 8130 N Jog Road, West Palm Beach FL 33412

in accordance with Design Criteria Drawings and Specifications prepared by  
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 **Temporary Fire Station No. 17 Trailer**, 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.

Mavis Salt  
Witness

The Weitz Company, LLC  
Principal (Seal)

By: [Signature]  
Title: Executive V.P.

[Signature]  
Witness

Travelers Casualty and Surety Company of America  
Surety (Seal)

By: [Signature]  
Jessica Rosser, Attorney-in-Fact



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

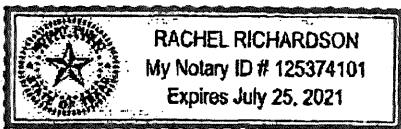
County of Dallas

)

On May 20, 2020, before me, Rachel Richardson, 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: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Rachel Richardson", written over a horizontal line.

Rachel Richardson, 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 **17th** day of **January, 2019**.



State of Connecticut  
City of Hartford ss.

By:   
**Robert L. Raney, Senior Vice President**

On this the **17th** day of **January, 2019**, 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 said Companies 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**



  
**Anna P. Nowik, 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 **20th** day of **May, 2020**



  
**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 this Power of Attorney is attached.**

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 **Temporary Fire Station No. 17 Trailer, 8130 N Jog Road, West Palm Beach, Palm Beach County, Florida 33412**, 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.

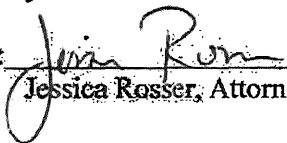
DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

The Weitz Company, LLC  
Principal (Seal)

By:   
Title Executive VP

Travelers Casualty and Surety Company of America  
Surety (Seal)

By:   
Jessica Rosser, Attorney-in-Fact

Architect Project No. 18388

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

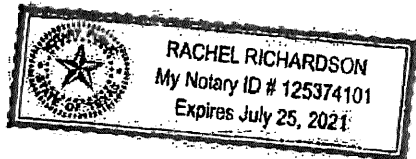
County of Dallas

)

On May 20, 2020 before me, Rachel Richardson, 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: \_\_\_\_\_

A handwritten signature in cursive script, appearing to read "Rachel Richardson", written over a horizontal line.

Rachel Richardson, 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 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, 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 said Companies 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



  
Anna P. Nowik, 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 20th day of May, 2020



  
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 this Power of Attorney is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY)  
5/9/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance Company		19682
INSURER B: Hartford Underwriters Insurance Company		30104
INSURER C: Hartford Casualty Insurance Company		29424
INSURER D: Twin City Fire Insurance Company		29459
INSURER E: Sentinel Insurance Company, LTD		11000
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 12368555 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	37CSEQU2571	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
CENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:							
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	Y	37UENQU2572 (AOS) 37ABQU2573 (HI)	6/1/2019 6/1/2019	6/1/2020 6/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y	37RHUQU2575	6/1/2019	6/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED RETENTION \$ XXXXXXXX
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	37WNQU2570 (AOS) 37WBRQU2574 (WI)	6/1/2019 6/1/2019	6/1/2020 6/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: PBCCID. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL AND UMBRELLA LIABILITY COVERAGE AND SUBROGATION IS WAIVED AS RESPECTS WC, GL, AUTO AND EXCESS COVERAGE FOR THIS PROJECT AS PERMITTED BY STATE.

CERTIFICATE HOLDER	CANCELLATION
12368555 PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT 2633 VISTA PARKWAY WEST PALM BEACH FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>[Signature]</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/14/2020

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Alliant Insurance Services, Inc. 353 North Clark, 10th Floor Chicago IL 60654	<b>CONTACT NAME:</b> Tara Brusek <b>PHONE (A/C, No., Ext.):</b> 312-414-3976 <b>FAX (A/C, No.):</b> <b>E-MAIL ADDRESS:</b> Tara.Brusek@alliant.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	
<b>INSURED</b> THE WEITZ COMPANY, LLC WEITZ FLORIDA 420 WATSON POWELL JR. WAY, SUITE 100DES MOINES IA 50309  154299	ORASCON-01	INSURER A : Hartford Fire Insurance Compan	19682
		INSURER B : Hartford Underwriters Insuranc	30104
		INSURER C : Hartford Casualty Insurance Co	29424
		INSURER D : Twin City Fire Insurance Compa	29459
		INSURER E :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 2020896809      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	83 CSE QU3422	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	83 UEN QU3423 83 AB QU3424	6/1/2020 6/1/2020	6/1/2021 6/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	Y	Y	83 XST QU3425	6/1/2020	6/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	83 WN QU3420 83 WBR QU3421	6/1/2020 6/1/2020	6/1/2021 6/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: PBCCID. PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS AS RESPECTS GENERAL AND UMBRELLA LIABILITY COVERAGE AND SUBROGATION IS WAIVED AS RESPECTS WC, GL, AUTO AND EXCESS COVERAGE FOR THIS PROJECT AS PERMITTED BY STATE.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT 2633 VISTA PARKWAY WEST PALM BEACH FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

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# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBC Fire Station Temporary  
 NAME OF PRIME RESPONDENT/BIDDER: The Weitz Company  
 CONTACT PERSON: Charlotte Rivera  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: 18388  
 ADDRESS: 1720 Centre Park Drive Ease  
 PHONE NO.: 954-662-5887 E-MAIL: charlotte.rivera@weitz.com  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY 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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Farmer and Irwin Corp 3300 Avenue K Riviera Beach, FL 33404	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	7,810.00	_____	
2. The Weitz Company 1720 Centrepark Dr East West Palm Beach, FL 33401 561-686-5511	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$123,564.00	_____	
3. Pinnacle Plumbing, Inc. 1056 SW 1st Way Deerfield Beach, FL 33441	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	4,803.00	_____	
4. Hughes Construction Industries 3101 Fairlane Farms Road Suite 1 West Palm Beach, FL 33414	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	15,145.00	_____	
5. Current Connections Inc 1620 Hill Ave West Palm Beach, FL 33407	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	27,600.00	_____	
(Please use additional sheets if necessary)							<b>Total</b>	400,497.00	_____
Total Bid Price \$ 400,497.00				Total SBE - M/WBE Participation \$249,175.00					

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
Signature Project Executive  
\_\_\_\_\_ Title

- Note:**
1. 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.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.



**OEBO SCHEDULE 1**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: PBC Fire Station Temporary  
 NAME OF PRIME RESPONDENT/BIDDER: The Weitz Company  
 CONTACT PERSON: Charlotte Rivera  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: 18388  
 ADDRESS: 1720 Centre Park Drive Ease  
 PHONE NO.: 954-662-5887 E-MAIL: charlotte.rivera@weitz.com  
 DEPARTMENT: \_\_\_\_\_

**PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY 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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. American Custom Modular 309 Center Street Jupiter, FL 33458	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$221,575.00	_____	
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	400,497.00	_____
Total Bid Price \$ 400,497.00			Total SBE - M/WBE Participation					\$249,175.00	_____

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
 Signature Title

- 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 an 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: 18388

SOLICITATION/PROJECT NAME: Fire Station #17 Temporary Modular Building

Name of Prime: Weitz Company

**(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):

<b>Column 1</b>	<b>Column 2</b>
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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
	Fire Protection				\$ 7,810

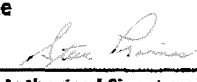
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 7,810

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.

N/A Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Weitz Company  
 Print name of Prime

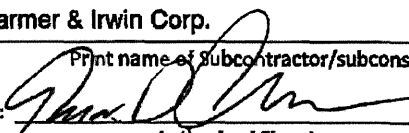
By:   
 Authorized Signature

Steve Provines  
 Print name

Project Executive  
 Title

Date: 5/4/20

Farmer & Irwin Corp.  
 Print name of Subcontractor/subconsultant

By:   
 Authorized Signature

Toby Charles  
 Print name

Vice President  
 Title

Date: 4/24/20

**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: 18388

SOLICITATION/PROJECT NAME: Fire Station #17 Temporary Modular Building

Name of Prime: Weitz Compnay

**(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	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Plumbing				\$4,003. <sup>00</sup>

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: \$ 4,003.<sup>00</sup>

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.

N/A \_\_\_\_\_ Price or Percentage: \_\_\_\_\_  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Weitz Company  
 Print name of Prime  
 By: *Steve Provines*  
 Authorized Signature  
Steve Provines  
 Print name  
Project Executive  
 Title  
 Date: 5/4/20

Pinnacle Plumbing INC.  
 Print name of Subcontractor/subconsultant  
 By: *[Signature]*  
 Authorized Signature  
Michael B. Sordahl  
 Print name  
VP / operations MANAGER  
 Title  
 Date: 4-24-2020

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

SOLICITATION/PROJECT NAME: Fire Station #17 Temporary Modular Building

Name of Prime: The 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	Qty./Units	Contingencies/ Allowances	Total Price/Percentage
	Site Work	1	15		15,145

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: 15,145

**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.**

None  
 Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

The Weitz Company, LLC

Print name of Prime

By: *Steve Provines*

Authorized Signature

Steve Provines

Print name

Project Executive

Title

Date: 5/4/20

HUGHES CONSTRUCTION / WOODRUFF, INC.

Print name of Subcontractor/subconsultant

By: *[Signature]*

Authorized Signature

Print name

Title

Date: 4/22/20

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

SOLICITATION/PROJECT NAME: Fire Station #17 Temporary Modular Building

Name of Prime: Weitz Company

**(Check box(s) that apply)**

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/31/18

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
	Electrical				27,600.00

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: \$27,600.00

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.

None

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant \_\_\_\_\_ Price or Percentage: \_\_\_\_\_

Weitz Company

Print name of Prime

By: 

Authorized Signature

Steve Provines

Print name

Project Executive

Title

Date: 5/4/20

Current Connections, Inc.

Print name of Subcontractor/subconsultant

By: 

Authorized Signature

Donald Sharkey

Print name

President

Title

Date: 4/22/20

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

SOLICITATION/PROJECT NAME: Fire Station #17 Temporary Modular Building

Name of Prime: Weitz Compnay

**(Check box(s) that apply)**

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): August 7, 2019

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
1	New Modular Building, Delivery, and Set-up, and Steps and Handicapped Ramp	175700	1		175700/100%
2	Add upgrade Armstrong Corlon Heat-weld role vinyl flooring throughout	3790	1		3790/100%
3	Add Guardian 11 Fire Suppression Range Hood System	5700	1		5700/100%
4	Add Hi-Rib Steel Skirting to match building exterior, material and labor	3,990	1		3990/100%
5	Add Complete Site Installed Fire Alarm System and factory wiring	17900	1		17900/100%
6	Add Sales Tax	14496	1		14495/100%

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: 100% Designed and Contracted by American Custom Modular, Inc.

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.

None

Price or Percentage: \_\_\_\_\_

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Weitz Company

Print name of Prime

By: \_\_\_\_\_

Authorized Signature

Steve Provines

Print name

Project Executive

Title

Date: 5/4/20

American Custom Modular, Inc.

Print name of Subcontractor/subconsultant

By: \_\_\_\_\_

Authorized Signature

Michael A. Moore

Print name

President

Title

Date: 5/1/2020

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/15/2020      REQUESTED BY: Gus Arnold      PHONE: 233-0275

PROJECT TITLE: Fire Station No. 17 Temporary Trailer  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A – Annual

REQUESTED AMOUNT: \$400,497

EFDO #2020-004855

CSA or CHANGE ORDER NUMBER: Amendment #4

LOCATION: 8130 N. Jog Road, WPB

BUILDING NUMBER: 1299

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 18388

CONSULTANT/CONTRACTOR: The Weitz Company, LLC

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

**GMP for construction services**

CONSTRUCTION	\$400,497
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$0
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$400,497

*\* 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: 3700      DEPT: 441      UNIT: F123      OBJ: 6502

**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: Fire Rescue

BAS APPROVED BY: [Signature]      DATE 5-21-2020

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

**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/15/2020      REQUESTED BY: Gas Arnold      PHONE: 233-0275

PROJECT TITLE: Fire Station No. 17 Temporary Trailer  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A – Annual

BCC RESOLUTION#: R2016-0763  
DATE: 06/21/16

REQUESTED AMOUNT: \$400,497

EFDO #2020-004855

CSA or CHANGE ORDER NUMBER: Amendment #4

LOCATION: 8130 N. Jog Road, WPB

BUILDING NUMBER: 1299

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 18388

CONSULTANT/CONTRACTOR: The Weitz Company, LLC

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

GMP for construction services

CONSTRUCTION	\$400,497
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$0
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$400,497

\* 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: 3700      DEPT: 441      UNIT: F123      OBJ: 6502

**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: Fire Rescue

BAS APPROVED BY: [Signature]

DATE: 6-21-2020

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