





Project Name: GCC R/R – 12<sup>TH</sup> Floor Flooring  
Project No. 2021-013514

**AMENDMENT #1**  
**THE WEITZ COMPANY, LLC**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**GOVERNMENT CENTER (GCC) RENEWAL/REPLACEMENT (R/R)**  
**12<sup>TH</sup> FLOOR FLOORING**  
**PROJECT NO. 2021-013514**

**This Amendment** is made as of March 1 2023 by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and The Weitz Company, LLC, authorized to do business in the State of Florida, whose Federal Tax ID# is 42-1512625 hereinafter referred to as “Construction Manager”.

**WHEREAS**, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated December 6, 2022 (R2022-1446) (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Amendment.

**WHEREAS**, the parties have negotiated a Guaranteed Maximum Price for the Government Center 12<sup>th</sup> Floor Flooring, including the Construction Manager’s fees calculated in accordance with the terms of the Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the 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 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 the Project.

The Construction Manager’s review and comparison of all Drawings has taken into

Project Name: GCC R/R – 12<sup>TH</sup> Floor Flooring  
Project No. 2021-013514

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 Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$364,853.00** for the construction phase of the Government Center 12<sup>th</sup> Floor Flooring. The GMP is based on the GMP Summary attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Contract shall control.

**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 107 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$240.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

**5. Contract Modifications and Additions.** The Contract is hereby modified to include the following terms and conditions: None

**6. EBO Program.** The County's Goal Setting Committee has applied a mandatory subcontracting goal for this GMP Amendment as follows:

*The SBE subcontracting goal for this GMP Amendment is 20% participation, of which 10% must be African American and/or Hispanic American owned businesses. Findings of GSC to support M/WBE goal: The County's disparity study found disparity in construction contracting for African American and Hispanic American businesses.*

*As evidenced by the attached Schedule 1 and Schedule 2s, Construction Manager has agreed to provide the following participation on this Amendment:*

*64.81% SBE participation of which 0% will be African American or Hispanic American.*

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

**GMP Summary  
Public Construction Bond  
Form of Guarantee  
Insurance Certificate(s)  
EBO Schedules 1 and 2(s)**

**8.** Except as specifically 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.

Project Name: GCC R/R – 12<sup>TH</sup> Floor Flooring  
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**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

APPROVED AS TO  
LEGAL SUFFICIENCY

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

Digitally signed by Michael W.  
Jones, DN: c=org, DC=pbcgov, OU=  
Palm Beach County, OU=CATT, OU=Users,  
E=Michael.W.Jones, E=  
mjones@pbcgov.org,  
on / am the author of this  
document  
Date: 2023.02.27 14:33:00-05'00'  
By: Michael W. Jones  
County Attorney

By: Isami Ayala-Collazo  
Isami Ayala-Collazo

ATTEST  
[Signature]  
FD&O Fiscal

Project Name: GCC R/R – 12<sup>TH</sup> Floor Flooring  
Project No. 2021-013514

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

Bernardita Morgan  
Signature

Bernardita Morgan  
Name (type or print)

CONSTRUCTION MANAGER:  
THE WEITZ COMPANY, LLC

Dennis Gallagher  
Signature

Dennis Gallagher  
Name (type or print)

Executive Vice President  
Title

(Corporate Seal)

Project : PBC Government Center 12th Floor Flooring

Date : 2/6/2023

Design Stage: GMP #1,

Gross Area: 11,375 GSF

Plans Dated: TBD

Job # : 0

Addenda Issued: 0

Line	Bid Ticket	Trade Description	Current Estimate	Subcontractor	Current Estimate \$/GSF	% of Total	No. of Bids Received	SBE included in Trade Total	Participation Percentage
1	01A	Construction Management	\$ 72,695	Weitz	\$ 6	19.9%	0	\$ -	0.0%
2	01B	General Requirements	\$ 17,895	Weitz	\$ 2	4.9%	0	\$ -	0.0%
2	Allowance	Allowances	\$ 22,600	Jack Walsh		6.2%	4	\$ 22,600	6.2%
15	06A	Rough Carpentry	\$ 3,170	Weitz	\$ 0	0.9%	0	\$ -	0.0%
35	09G	Flooring: Carpet & Resilient	\$ 213,875	Jack Walsh	\$ 19	58.6%	4	\$ 213,875	58.6%
73	<b>SUBTOTAL</b>		\$ 330,235		\$ 29	90.5%	8	\$ 236,475	64.8%
74	Sub Bonds or SDI Total 1.50%		\$ 3,940		\$ 0	1.1%			0.0%
75	Permits 0.00%		\$ -		\$ -	0.0%			0.0%
76	General Liability Insurance 1.100%		\$ 4,013		\$ 0	1.1%			0.0%
79	Builders Risk Insurance (or DIC) 0.374%		\$ 1,365		\$ 0	0.4%			0.0%
83	Performance Bond 1.30%		\$ 4,743		\$ 0	1.3%			0.0%
86	Contractor Contingency 0.75%		\$ 2,477		\$ 0	0.7%			0.0%
87	Construction Fee 5.25%		\$ 18,080		\$ 2	5.0%			0.0%
88	<b>TOTAL PROJECT</b>		\$ 364,853		\$ 32	100.0%		\$ 236,475	64.8%



February 17, 2023


Palm Beach County Board of County Commissioners  
Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, FL 33411-5604

Re: Bond No.: 107697193  
Principal: The Weitz Company, LLC  
Description: Government Center (GCC) Renewal/Replacement (R/R) 12<sup>th</sup> Floor Flooring,  
Project No. 2021-013514  
Surety: Travelers Casualty and Surety Company of America

To whom it may concern:

Travelers Casualty and Surety Company of America, as surety, authorizes Palm Beach County Board of County Commissioners to date all copies of the Public Construction Bond, Form of Guarantee, Notary and Power of Attorney documents for the above referenced bond.

Travelers Casualty and Surety Company of America

  
Jessica Rosser  
Attorney-in-Fact



One Tower Square  
Hartford, CT 06183



**ACKNOWLEDGMENT**

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.

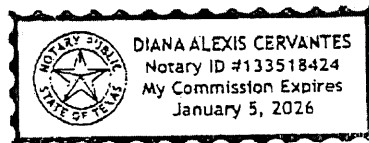
State of TEXAS  
County of Dallas )

On Feb 17, 2023 before me, Diana Alexis Cervantes, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Diana Cervantes (Seal)



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

**POWER OF ATTORNEY**

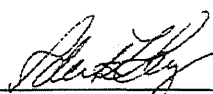
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Rosser** of **DALLAS, Texas**, their true and lawful Attorney(s)-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 **21st** day of **April**, 2021.



State of Connecticut

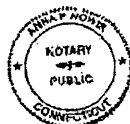
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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**, 2026



  
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 each of the Companies, 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

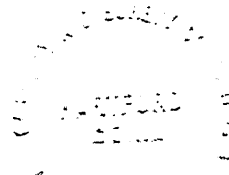
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

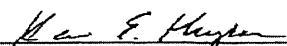
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **17th** day of **February**, 2023



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER 107697193

BOND AMOUNT \$364,853.00

CONTRACT AMOUNT \$364,853.00

CONTRACTOR'S NAME: The Weitz Company, LLC

CONTRACTOR'S ADDRESS: 1400 Centrepark Boulevard, Suite 700  
West Palm Beach, FL 33401

CONTRACTOR'S PHONE: 561 686-5511

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square  
Hartford, CT 06183

SURETY'S PHONE: (860) 277-0111

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: **Government Center (GCC) Renewal/Replacement (R/R) 12<sup>th</sup> Floor Flooring**

PROJECT NUMBER: **2021-013514**

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

DESCRIPTION OF WORK: **Flooring Renovation**

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION:

**301 N. Olive Avenue, West Palm Beach, FL 33401**

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

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

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

Three Hundred Sixty-Four Thousand Eight Hundred Fifty-Three Dollars and No Cents  
(\$364,853.00)

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: Government Center (GCC) Renewal/Replacement (R/R) 12<sup>th</sup> Floor Flooring  
Project No.: 2021-013514  
Project Description: Flooring Renovation  
Project Locations: 301 N. Olive Avenue, West Palm Beach, FL 33401

in accordance with Drawings and Specifications prepared by

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of Government Center (GCC) Renewal/Replacement (R/R) 12<sup>th</sup> Floor Flooring, Project No. 2021-013514, 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. Dated 3/1, 2023.

Maria Sack  
Witness

[Signature]  
Witness

The Weitz Company, LLC

[Signature]  
Principal (Seal)

Dennis Gallagher, Exec. V.P.  
(Print Name and Title)

Travelers Casualty and Surety Company of America

[Signature]  
Surety (Seal)

Jessica Rosser, Attorney-in-Fact  
(Print Name and Title)

**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.  
**FIRST PAGE MUST BE COMPLETED**

**NOTE:** If Contractor is a Partnership, all partners must execute bond.

**BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED**

**ACKNOWLEDGMENT**

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.

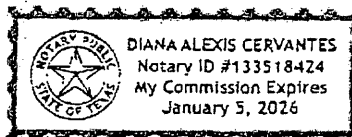
State of TEXAS  
County of Dallas

On March 1, 2023 before me, Diana Alexis Cervantes, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Diana Cervantes

(Seal)



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

**POWER OF ATTORNEY**

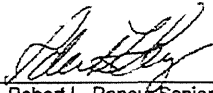
**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Rosser** of **DALLAS, Texas**, their true and lawful Attorney(s)-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 21st day of April, 2021.



State of Connecticut

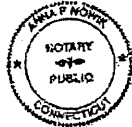
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, 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, 2026



  
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 each of the Companies, 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

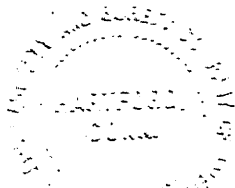
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

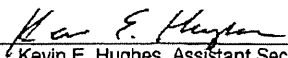
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 1st day of March, 2023.



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**FORM OF GUARANTEE**

GUARANTEE FOR Contractor Name: The Weitz Company, LLC and Surety Name: Travelers Casualty and Surety Company of America.

We the undersigned hereby guarantee that the (Government Center (GCC) Renewal/Replacement (R/R) 12<sup>th</sup> Floor Flooring, Project No. 2021-013514) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

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

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

The Weitz Company, LLC  
(Contractor Name) (Seal)

By:   
(Contractor Signature)

Dennis Gallagher, Exec. V.P.  
(Print Name and Title)

Travelers Casualty and Surety Company of America  
(Surety Name) (Seal)

By:   
(Surety Signature)

Jessica Rosser, Attorney-in-Fact  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**



**ACKNOWLEDGMENT**

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.

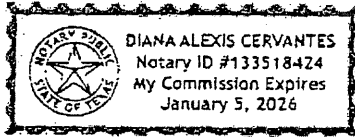
State of TEXAS  
County of Dallas

On March 1, 2023 before me, Diana Alexis Cervantes, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Diana Cervantes

(Seal)



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

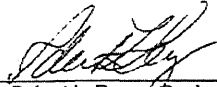
**POWER OF ATTORNEY**

**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(s)-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 **21st** day of **April, 2021**.

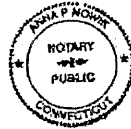


State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, 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, 2026**



  
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 each of the Companies, 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

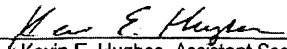
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 each of the Companies, 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 **1st** day of **March, 2023**.



  
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(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/13/2022

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).

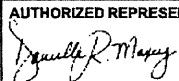
<b>PRODUCER</b> ALLIANT INSURANCE SERVICES, INC. 1125 SANCTUARY PKWY STE 300 ALPHARETTA GA 30009	<b>CONTACT NAME:</b> Kimberly Sullivan <b>PHONE (A/C, No, Ext):</b> 678-867-6110 <b>E-MAIL ADDRESS:</b> Kimberly.Sullivan@Alliant.com	<b>FAX (A/C, No):</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Compan</td> <td>19682</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER C: Hartford Underwriters Insuranc</td> <td>30104</td> </tr> <tr> <td>INSURER D: Twin City Fire Insurance Compa</td> <td>29459</td> </tr> <tr> <td>INSURER E: Hartford Accident and Indemnit</td> <td>22357</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Compan	19682	INSURER B: Hartford Casualty Insurance Co	29424	INSURER C: Hartford Underwriters Insuranc	30104	INSURER D: Twin City Fire Insurance Compa	29459	INSURER E: Hartford Accident and Indemnit	22357	INSURER F:
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INSURER F:															
<b>INSURED</b> THE WEITZ COMPANY, LLC WEITZ FLORIDA 611 5th Ave. Suite 300 DES MOINES IA 50309															

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 971537651	<b>REVISION NUMBER:</b>
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y Y	83 CSE QU3422	6/1/2022	6/1/2023	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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	83 UEN QU3423 83 UEN QU3424	6/1/2022 6/1/2022	6/1/2023 6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	83 XST QU3425	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
E	<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/N N N/A	83 WN QU3420 83 WBR QU3421	6/1/2022 6/1/2022	6/1/2023 6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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>  PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT 2633 VISTA PARKWAY WEST PALM BEACH FL 33411	<b>CANCELLATION</b>  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**

SOLICITATION/PROJECT/BID NAME: Government Center 12th Floor Flooring

SOLICITATION/PROJECT/BID NO.: 2021-013514

SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

COUNTY DEPARTMENT: \_\_\_\_\_

**Section A** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT\* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: The Weitz Company

ADDRESS: 1400 Centrepark Blvd Ste 700

CONTACT PERSON: Charlotte Rivera

PHONE NO.: 954-662-5887

E-MAIL: charlotte.rivera@weitz.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$128,378.00

\*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	MBE	WBE	SBE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Section B** PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, &amp; Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
	<small>Minority Business</small>	<small>Minority Business</small>	<small>Women Business</small>	<small>Small Business</small>						
1. Jack Walsh, 501 Ardmore Road, West Palm Beach	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$236,475.00	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
<b>Total</b>								\$236,475.00	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$364,853.00

Total Certified S/M/WBE Participation \$ \$236,475.00

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

*Mark Haber*

Project Executive

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  - Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic 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: PBC Government Center 12th Floor Flooring 2021-013514

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Prime Contractor: The Weitz Company Subcontractor: \_\_\_\_\_

**(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 if applicable):

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
	Flooring Renovation				\$128,378.00

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: \_\_\_\_\_

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

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

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

**The Weitz Company**  
 \_\_\_\_\_  
 Print Name of Prime  
 By: Mark Huber  
 \_\_\_\_\_  
 Authorized Signature  
 Mark Huber  
 \_\_\_\_\_  
 Print Name  
**Project Executive**  
 \_\_\_\_\_  
 Title  
 Date: 2/9/23  
 \_\_\_\_\_

\_\_\_\_\_  
 Print Name of Subcontractor/subconsultant  
 By: \_\_\_\_\_  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 Date: \_\_\_\_\_

**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: 2021-013514

SOLICITATION/PROJECT NAME: PBC Government Center 12th Floor Flooring

Prime Contractor: The Weitz Company Subcontractor: Jack Walsh Carpets

(Check box(s) that apply)

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2023

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

**Column 1**

**Column 2**

**Column 3**

Male  Female

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

Supplier

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Furnish & install Base, LVT		1		236,475.00 100%

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: \$ 236,475.00 - 100%

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

Price or Percentage: 0

The Weitz Company

Print Name of Prime

By: Mark Huber

Authorized Signature

Mark Huber

Print Name

Project Executive

Title

Date: 2/9/23

Jack Walsh Carpets and Rugs, Inc.

Print Name of Subcontractor/subconsultant

By: David Seawright

Authorized Signature

David Seawright

Print Name

Treasurer / CFO

Title

Date: February 10, 2023

Revised 09/17/2019



**BAS BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 02/13/2023

REQUESTED BY: Jeff Halverson

PHONE: 233-0236

PROJECT TITLE: Government Center R/R – 12<sup>th</sup> Floor Flooring  
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A - Annual  
EFDO #2021-013514

BCC RESOLUTION#: R2022-1446  
DATE: 12/05/22

REQUESTED AMOUNT: \$364,853

CSA or CHANGE ORDER NUMBER:

LOCATION: 301 N. Olive Avenue, WPB

BUILDING NUMBER: 20

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2021-013514

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	\$364,853
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES/PERMITS	\$
CONTINGENCY	\$
TOTAL	\$364,853

\* 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 DEPT: 411 UNIT: B683 OBJ: 4907-240,000  
3950 411 Q 011 4907-124,853

**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: FD&O

BAS APPROVED BY: [Signature]

DATE 2/13/2023

ENCUMBRANCE NUMBER: KPO 030123-397

**ATTACHMENT #2**