

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

Meeting Date: June 18, 2019

[X] Consent

[] Regular

[] Workshop

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Construction Manager at Risk (CMAR) contract with Kaufman Lynn Construction, Inc (KL) for the Canyon District Park project; and
- B) Task Order No. 1 with KL for preconstruction services in the amount of \$59,798 for the Canyon District Park project for a period of 175 calendar days from the Notice to Proceed.


Summary: The project consists of a district park on fifty-two (52) acres located south of Boynton Beach Boulevard and west of Acme Dairy Road. The construction budget for Canyon District Park is \$13,000,000. Park improvements will be constructed in 2 phases, based on the community's immediate needs. The Phase 1 improvements include 3 soccer/multipurpose fields, a restroom/concession facility, 2 retention/recreational lakes, 12 station fitness trails and grass/asphalt parking spaces. Phase 2 may include several of the following: additional soccer/multipurpose fields, baseball/softball fields, running track, restrooms, playground, picnic pavilions, a maintenance facility, asphalt parking and access roads along with associated site/utility improvements. Task Order No. 1 only authorizes pre-construction services. Once the construction documents are completed, the construction manager (CM) will bid the work and provide a guaranteed maximum price (GMP). Work will be authorized with amendments to the Board for identified Phases. This solicitation for CM contractors was advertised on January 28, 2018 according to the SBE Ordinance in place at the time, with a 15% SBE goal and CM/SBE Partnering Incentive. KL is not a certified S/MWBE, and is partnering, through a subcontractor agreement, with MCO Construction Services, Inc. (MCO) a S/MWBE for preconstruction services in amount of 25% of the CM fee for Task Order No. 1. Ann McNeill of MCO has disclosed that she formerly served on the Small Business Advisory Board n/k/a Office of Equal Business Opportunity Advisory Committee ("OEBO Advisory Committee") and currently serves on the Groundwater and Natural Resources Protection Board ("GNPB"). The OEBO Advisory Committee is a purely advisory board and provided no regulation, oversight, management or policy setting recommendations regarding this Contract. The OEBO Advisory Committee provides County-wide recommendations regarding small business opportunities. Ms. McNeill is a current member of the GNPB which is not a purely advisory board. However, the GNPB provides no regulation, oversight, management or policy setting recommendations regarding this Contract. Pursuant to the Code of Ethics Section 2-443(d) this matter is disclosed herein to allow KL to utilize MCO as a partner in this Contract. KL is on notice that all GMP's issued pursuant to this contract will be subject to the requirements of the OEBO Ordinance including requesting Affirmative Procurement Initiatives (API's) be set prior to bidding the subcontracts. Phase 1 construction will be funded with Park Impact Fees. **Phase 2 improvements will be funded through Infrastructure Sales Tax proceeds available in FY2021.** KL is a local business. **(Capital Improvements Division) District 5 (LDC)**

Background and Justification: Continued on Page 3

Attachments:

1. Location Map
2. Budget Availability Statement
3. Contract
4. Task Order #1
5. Disclosure of Ownership Interests

Recommended by: Anthony W. [Signature] 6/3/19
Department Director Date

Approved by:  6-13-19
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$59,798</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$59,798</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

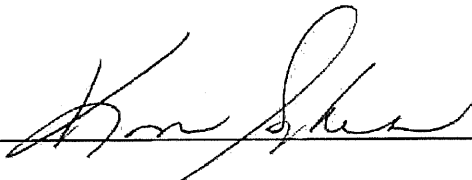
Budget Account No: Fund 3603 Dept 581 Unit P793 Object 6505 Prog: _____
 Reporting Category _____

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

The project will be funded with Park Impact (Phase I) and Infrastructure Sales Tax proceeds available in FY2021 (Phase II)

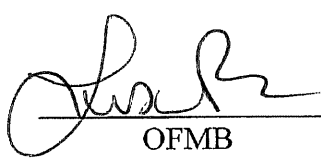
Pre-construction services - \$59,798.

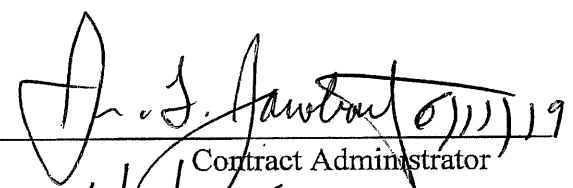
C. Departmental Fiscal Review:

_____

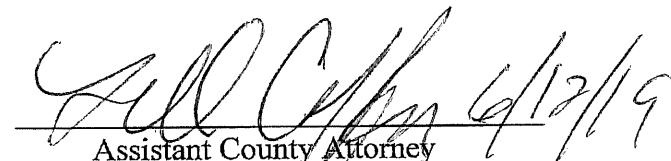
III. REVIEW COMMENTS:

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


 OFMB
 5/28/19 6/3/19
 5/24 9/5/19


 Contract Administrator
 6/11/19 FW

B. Legal Sufficiency:


 Assistant County Attorney
 6/12/19

C. Other Department Review:

 Department Director

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

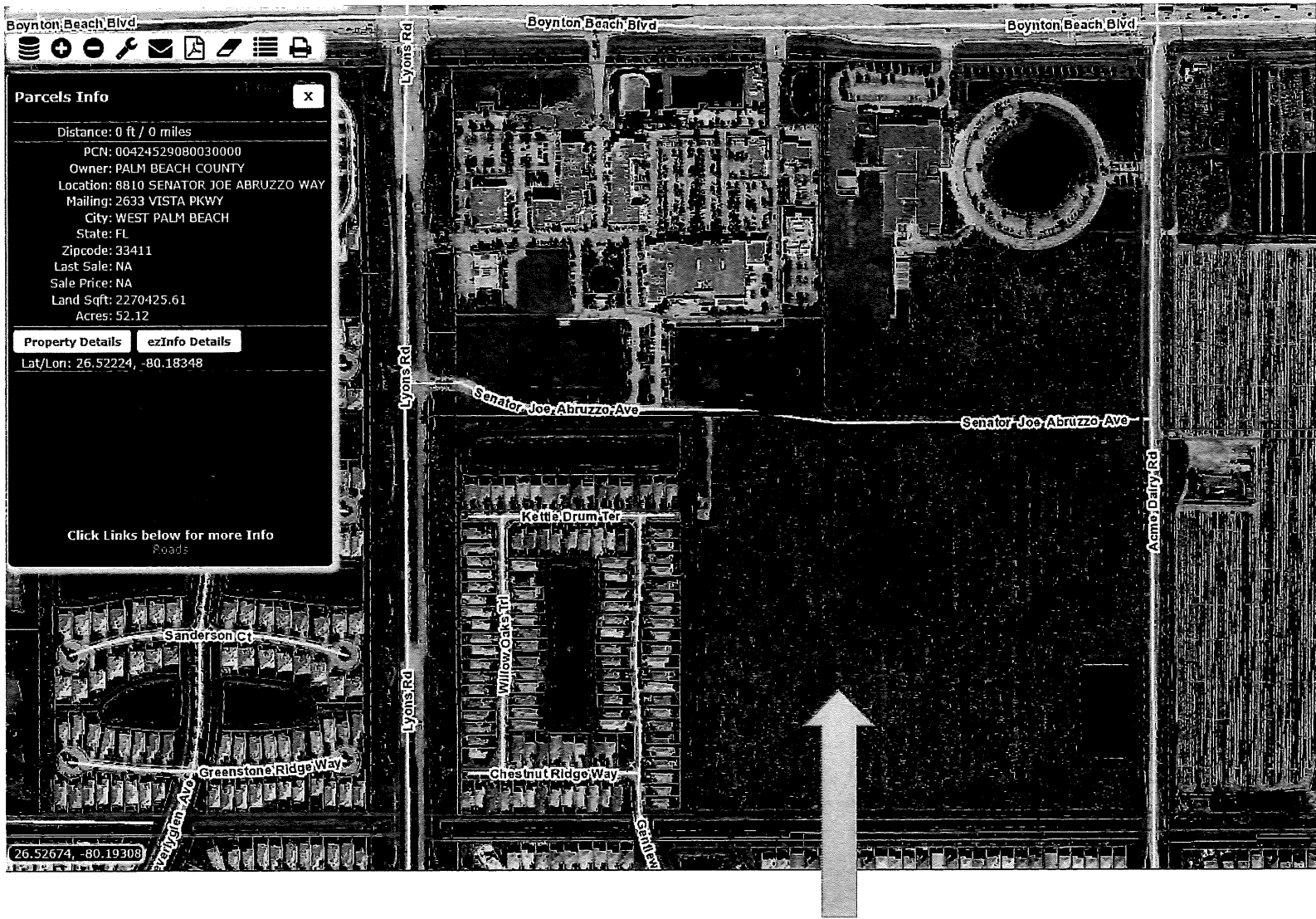
Background and Justification Continued:

Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as General Contractor issuing the subcontracts for construction.

On January 14, 2019 Special Master Robert D. Pritt, Esq. denied the protest filed by Hayes Law, PL on behalf of the Collage Design and Construction Group, Inc. allowing staff to commence with the award of the contract to KL. On May 7, 2019, the BCC approved the recommendation of the Special Master denying the protest.

There is a demonstrated need for additional active recreational facilities in western Boynton Beach as a result of ongoing residential development. Planning for this park commenced in 2005, however, funding for the design and construction of the park did not become available until the Infrastructure Sales Tax was approved by voters in 2016. Park services for the West Boynton area will be significantly improved once both phases of the project are completed.

LOCATION MAP



8810 Senator Joe Abruzzo Way, Boynton Beach FL 33472

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 05/01/2019 REQUESTED BY: Rosalyn Acosta PHONE: 233-2051

PROJECT TITLE: Canyon District Park
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A

IST PLANNING NO.:

REQUESTED AMOUNT: \$59,798.00

BCC RESOLUTION#:
DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17204

CONSULTANT/CONTRACTOR: Kaufman Lynn Construction

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

Pre-construction Services

CONSTRUCTION	\$59,798.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$59,798.00

BAS APPROVAL☒ FULLY FUNDED WITHIN CURRENT BUDGET RL☐ FULLY FUNDED PENDING BUDGET TRANSFER _____

* 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: 3603 DEPT: 581 UNIT: P793 OBJ: 6505**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 \$ <u>59,798.00</u>)
Other (source/type: _____ Amount \$ _____)	

Department: Parks + RecreationBAS APPROVED BY: RL EnCallDATE 05-02-19

ENCUMBRANCE NUMBER: _____

CONTRACT FOR CONSTRUCTION MANAGER AT RISK SERVICES

This Contract is between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**Owner**” or “**County**” and Kaufman Lynn Construction, Inc. Federal Tax ID Number 65-0098115 hereinafter referred to as the “**Construction Manager**” or “**CM**”.

WITNESSETH:

That the said Construction Manager having been awarded the Contract for the:

CM@RISK SERVICES FOR CANYON DISTRICT PARK Project # 17204

And in accordance with the Contract Documents and for the promises and mutual consideration specified herein, the Construction Manager hereby covenants and agrees to undertake and execute all of the Work awarded hereunder in a good and workmanlike manner and further agrees to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all Work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, and within the time limit specified in the Contract Documents.

The parties agree that the Contract Documents consist of the following documents that are incorporated herein by reference:

- The Contract and any approved amendments (when executed);
- Special Conditions;
- General Conditions to the Contract;
- GMP Amendment, Work Orders and Task Orders and any Change Orders thereto;
- Public Construction Bond and Form of Guarantee;
- Insurance Certificates;
- Technical Specifications, Addenda, Drawings/Plans and any revisions thereto (the Construction Documents);
- EBO Schedules when completed and submitted.
- Request for Proposal (RFP) and Construction Manager’s Proposal;

ARTICLE 1

GENERAL TERMS

1.1 Definitions. Terms used in this Contract shall have the following meanings:

1.1.1 “Amendment” means a written instrument approved and executed by the parties that modifies the Contract.

1.1.2 “Architect” means the Architect/Engineer of Record for the Project which will be

designated in the special conditions to this Contract.

1.1.3 “Basic Services” means the services described in Article II of this Contract.

1.1.4 “Construction Documents” means the technical specifications, design documents whether preliminary or final, architectural drawings, construction drawings, plans, addenda and change orders for the Project.

1.1.5 “Construction Team” means the Owner, the Architect and the Construction Manager.

1.1.6 “Contract” means the Contract as defined on page one hereof.

1.1.7 “Contractor” or “Construction Manager” or “CM” the terms will be used interchangeably and means the company named in the initial paragraph of page one of this Contract

1.1.8 “Contract Sum” means Guaranteed Maximum Price for the Project, and the terms will be used interchangeably.

1.1.9 “Guaranteed Maximum Price” or “GMP” the terms will be used interchangeably, means the amount calculated for the Project in accordance with Article 6 hereof and accepted by the Owner.

1.1.10 “GMP Amendment” means an amendment to this Contract that establishes the Guaranteed Maximum Price as described in Section 2.1.14 hereof for the Project; the GMP Amendment may be issued as a Work Order or an Amendment depending on the value thereof.

1.1.11 “Owner” means Palm Beach County.

1.1.12 “Subcontractor” means Trade Contractor, and the terms will be used interchangeably.

1.1.13 “Trade Contractor” means the subcontractors hired by the CM to perform the Work for the Project.

1.1.14 “Work” means all the preconstruction, the construction and other services required by the Contract and includes all labor, materials, equipment, supervision and services provided by the Construction Manager to fulfill its obligations under the Contract for the Project.

1.1.15 “Work Order” means an Amendment to the Contract that authorizes construction services for the Project.

1.2 Standard of Performance. The Construction Manager agrees to furnish its best skill and judgment and to cooperate with the Owner and Architect in furthering the interests of the Owner. The Construction Manager agrees to furnish efficient business administration and superintendence

and to use its best efforts to complete the Project in an expeditious and economical manner consistent with the interests of the Owner.

1.3 The Construction Team. The Construction Manager, the Owner, and the Architect (the "Construction Team") will cooperate together through construction completion for the Project. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Architect will provide leadership to the Construction Team on all matters relating to design. Nothing herein is intended to make the Owner liable for the acts or deeds of the Construction Manager.

1.4 General Warranties. By execution of this Contract, Owner and Construction Manager each represent and warrant to the other that they are authorized to enter into this Contract and that this Contract represents such party's legal, valid and binding obligation, enforceable according to the terms thereof.

1.5 Construction Manager's Warranties. Construction Manager covenants, represents and warrants to Owner that:

It is a business organization duly organized, validly existing and in good standing under the laws of the State of Florida, having full power and authority to engage in the business it presently conducts and contemplates conducting, and is and throughout the Work will be duly licensed or qualified and in good standing under the laws of said jurisdiction;

It has the required authority, ability, skills and capacity to perform, and shall perform, the Work in a manner consistent with sound engineering and construction principles, project management and supervisory procedures, and reporting and accounting procedures;

The execution, delivery and performance of this Contract will not conflict with any applicable laws or with any covenant, agreement or understanding to which it is a party or by which it or any of its properties or assets is bound or affected;

It has knowledge of all the applicable laws in effect on the effective date of the Contract and of all business practices in the jurisdiction within which the Work is located that must be followed in performing the Work.

1.6 Time is of the Essence.

Time is of the essence in this Contract, and the Construction Manager agrees to promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents. All Work shall be performed strictly (not substantially) within the time limitations necessary to maintain the critical path and all deadlines established in the Contract Documents.

All dates and periods of time set forth in the Contract Documents, including those for the commencement, prosecution, interim milestones, milestones, and completion of the Work, and for the delivery and installation of materials and equipment, are included because of their importance to the County.

Construction Manager acknowledges and recognizes that the Work for the Project must be performed in accordance with the project schedule developed for the Project in accordance with Article 5 hereof and General Condition 47 of the Contract.

By signing this Contract, the Construction Manager agrees to the assessment of liquidated damages as provided in Article 5 hereof.

In agreeing to bear the risk of delays for completion of the Work, except for extensions approved in accordance with the Contract, the Construction Manager understands that, except and only to the extent provided otherwise in the Contract, the occurrence of events of delay within the Construction Manager's control shall not excuse the Construction Manager from its obligation to achieve full completion of the Work according to the project schedule, and shall not entitle the Construction Manager to an adjustment of the GMP. All parties under the control or in contract with the Construction Manager shall include but are not limited to Subcontractors, materialmen and laborers. If the Construction Manager has reason to believe that a delay on the part of a materialman or supplier was not within the Construction Manager's control, the Construction Manager may present such justification to the County for consideration of an extension in accordance with the General Conditions of the Contract.

1.7 Complete Functional Project. It is the intent of the parties to describe in the Contract Documents a functionally complete project to be constructed in accordance with the Contract and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract as being required to produce the intended result shall be supplied by Construction Manager whether or not specifically called for. Where words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Construction Manager shall comply therewith. The County shall have no duties other than those duties and obligations expressly set forth within the Contract.

1.8 Governing Order. The Governing Order of the Contract is agreed to be as follows: The Contract includes various divisions, sections and conditions which are essential parts for the Work to be provided by the Construction Manager. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete project. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents:

1. This Contract and any amendments to this Contract including GMP Amendment, Task/Work Orders and Change Orders thereto
2. EBO Schedules
3. Special Conditions
4. General Conditions
5. Insurance Certificates, Public Construction Bond and Guarantee
6. The Construction Documents (when approved)
7. The RFP
8. The Construction Manager's Proposal

In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then Owner shall resolve the conflict in any manner which is acceptable to Owner and which comports with the overall intent of the Contract.

1.9 Extent of Agreement. The Contract represents the entire agreement between the Owner

and the Construction Manager and supersedes all prior negotiations, representations or agreements. This Contract may be amended only by written instrument signed by the Owner and the Construction Manager.

ARTICLE 2

CONSTRUCTION MANAGER'S BASIC SERVICES

2.0 Phases. The Construction Manager's Basic Services under this Contract include preconstruction phase services and construction phase services for the Project.

2.0.1 Unless agreed to the contrary in writing by Owner, the Construction Manager shall provide continuity in the assignment of the Construction Manager's Project Manager during the pre-construction and construction phases for the Project.

2.1 The Preconstruction Phase. It is the intent of the Construction Manager at Risk project delivery system to engage the Construction Manager as an active participant in the design process working with the Owner and Architect in maintaining the project budget and project scope for the Project. The Construction Manager shall:

2.1.1 Meet with the Architect and any other design team members to fully understand the program, the design documents, the project scope and all other pertinent aspects of the Project.

2.1.2 Provide preconstruction deliverables consisting of 7 copies of reports at 80% Construction Documents, and 95% Construction Documents together with a Guaranteed Maximum Price proposal for the Project. The reports shall include a complete discussion and summary of the services provided in accordance with the following subparagraphs including the schedule and a detailed cost estimate.

2.1.3 Review designs during their development as to constructability, including without limitation bringing to the Owner's and Architect's attention any known observations in the design that appear to be ambiguous, confusing, conflicting or erroneous. With respect to each such issue, the Construction Manager shall submit a written report to both the Owner and the Architect. At a minimum, each such written report shall contain: (1) a description of the constructability issue with background information; (2) a summary of the Construction Manager's in-depth study/research; and, (3) written recommendations for addressing the issue. Proactively advise the Architect with regard to the most effective approach for designing the Project regarding issues of onsite use and improvements, selection of materials, building systems and equipment. Provide recommendations on relative feasibility of construction methods, compliance with applicable laws, codes, (relating to installation only) design standards, and ordinances, availability of materials and labor, time requirements for procurement, installation and construction and factors related to cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies, while maintaining the Owner's design objectives. Conduct the comparisons and reviews required by General Condition (GC) 19.

2.1.4 Attend regularly scheduled meetings with the Architect and consultants to advise

them on matters relating to site use, improvements, selection of materials, building methods, construction details, building systems and equipment, phasing and sequencing. The Construction Manager shall provide written recommendations on construction feasibility.

2.1.5 After a complete review of the Schematic Design Phase, evaluate the design and obtain an understanding of the intent of the Owner and Architect, provide an initial value analysis and offer cost savings suggestions and best value recommendations to the Architect and Owner. All recommendations shall be in writing and must be fully reviewed with the Architect and approved by the Owner prior to implementation.

2.1.5.1. Value analysis efforts shall result in a design that is most effective in the first costs as well as long term operational costs relative to issues of energy use and facility maintainability. Value analysis studies shall include life cycle cost analysis, as may be required, to assist the Architect to achieve an appropriate balance between costs, aesthetics and function. Value analysis efforts shall also take into consideration applicable constructability issues. All value analysis studies shall be continuous as the design is being developed and must be provided on a timely basis within the design schedule.

2.1.6 Provide, for the Architect's and the Owner's review and acceptance, a schedule that details the Construction Manager's services, with the anticipated construction schedules for the Project. The Construction Manager shall update such schedule periodically, as required, but not more frequently than once per month.

2.1.7 Based on design documents, prepare for the Owner's approval a detailed estimate of construction cost, developed by using estimating techniques which anticipate the various elements of the Project, and based on design documents prepared by the Architect. Update and refine this estimate as the Architect prepares each design phase of the Project (DDs, CDs). Advise the Owner and the Architect if it appears that the construction cost may exceed the project budget. Make recommendations for corrective action.

2.1.8 The Construction Manager shall review the drawings and specifications as they are being prepared, recommending alternative solutions whenever design details affect costs, construction feasibility or schedules. The Construction Manager shall notify the Architect in writing upon observing any known features in the plans or specifications, which appear to be ambiguous, confusing, conflicting or erroneous. All ambiguous, confusing, conflicting and/or erroneous features discovered in the plans or specifications by the Construction Manager during the review process shall be deemed to be corrected, and any associated costs shall be included in the Guaranteed Maximum Price (GMP).

2.1.8.1 The Construction Manager shall provide a thorough interdisciplinary coordination review of the construction drawings and specifications submitted for review to the agency having jurisdiction for plan review and building permits, before Trade Contractor bidding. This review shall be performed utilizing a structured and industry accepted process. The Construction Manager shall review the final documents to see that all comments have been incorporated.

2.1.9 The Construction Manager agrees that time is of the essence in maintaining the project schedule for the Project. In an effort to achieve the project schedule, the Architect will rely

upon the input and recommendations of the Construction Manager in preparing the project documents, recognizing that cost is one of a number of issues which will influence the selection of building components and systems.

2.1.10 It is incumbent upon the Construction Manager to advise the Architect of recommended building components and systems before the design professionals have comprehensively documented the materials, systems and equipment within the Project.

2.1.11 Advise on the separation of the Project into subcontracts for various categories of work. If separate contracts are to be awarded, review the drawings and specifications and make recommendations as required to provide that (1) the work of the separate contractors is coordinated with that of the Trade Contractors, (2) all requirements for the Project have been assigned to the appropriate separate contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

2.1.12 Develop a project construction schedule providing for all major elements such as phasing of construction and times of commencement and completion required of each Trade Contractor. Provide the project construction schedule for each set of bidding documents. Develop a plan for the phasing of construction.

2.1.12.1 Establish a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Construction Documents by the Architect. Expedite and coordinate delivery of these purchases.

2.1.13 Develop procedures which are acceptable to the Owner for the prequalification of Trade Contractors. Provide copies of draft bid documents to Owner. Review draft bid documents with Owner to ascertain that all required contract clauses have been included in draft bid documents. Finalize bid documents after Owner review. Develop Trade Contractor interest in the Project and publicly advertise and conduct pre-bid conferences with interested bidders to review the documents. Take competitive bids on the Work (from at least three bidders) of the various Trade Contractors or, if authorized by the Owner in writing, negotiate for the performance of that Work. The Construction Manager shall use its best efforts to encourage Palm Beach County Trade Contractors to bid on the Project. The Construction Manager may require bidders to submit bid bonds or other bid security acceptable to the Construction Manager as a prerequisite to bidding on the Work. Analyze and evaluate the results of the various bids and their relationship to budgeted and estimated amounts, and prepare for review with the Owner and Architect a bid tabulation analysis and such other support data as necessary to properly compare the various bids and their responsiveness to the desired scope of work. Specifically, review the scope of work in detail with apparent low responsive bidders to determine that their bids are complete but do not include duplicate scope items. Maintain records of all pre-award interviews with apparent low bidders.

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy, Program and Enforcement. 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. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of the Construction Manager from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- 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.

b. Affirmative Procurement Initiatives (APIs) Applicable to Construction Phase of this Contract. The County's Goal Setting Committee will establish the APIs applicable to the construction phase of this Contract, including any mandatory SBE or M/WBE subcontracting goals, prior to the GMP Amendment; and such APIs shall be included in the GMP Amendment to this Contract. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this project. However, depending on the availability of S/M/WBEs at the time of subcontractor bidding, the County's Goal Setting Committee may apply a higher mandatory SBE subcontracting goal or may apply a mandatory M/WBE subcontracting goal. If the Goal Setting Committee applies SBE or M/WBE subcontracting goal(s) to the project, the Construction Manager may apply an S/M/WBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified S/M/WBE's bid is within ten (10) percent of the lowest non-S/M/WBE bid, in which case the award shall be made to the certified S/M/WBE submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an S/M/WBE price preference where the subcontract will be awarded to the low bidder responsive to the S/M/WBE 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 the bidding of the construction subcontracts, then the Construction Manager must request a waiver or partial waiver from the Office of EBO. Such waiver request shall be made on the required Office of EBO forms and include documentation that demonstrates good faith efforts were undertaken by Construction Manager to comply with the APIs on the construction subcontracts. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.

d. Required Documentation with GMP Amendment. 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. 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 S/M/WBE participation goal. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

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

f. 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 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 pay application 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.

g. 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 GMP Amendment. Requests for substitutions must be submitted to the County Representative and the Office of EBO for approval. **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.

h. Records and Access. The Office of EBO has the right to review Construction Manager's records and interview Trade Contractors and Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.

2.1.13.2 Local Preferences. In accordance with the Palm Beach County Local

Preference Code, a preference will be given to firms having a permanent place of business in Palm Beach County. The Construction Manager may apply this preference when evaluating subcontractor bids. Local preference means that if the lowest responsive, responsible Bidder is a non-local business, then all bids received from responsive, responsible local Bidders are decreased by 5%, to a maximum of \$100,000 difference. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining the local preference. The \$100,000 is a cumulative value for all subcontractors under one project

Glades Local Preference. In addition, if a project is located in the Glades area as defined in the Ordinance, a preference will be given to Bidders having a permanent place of business in the Glades area or to a local bidder who utilizes a Glades subcontractor(s) for a minimum of 15% of the total bid price. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible Glades Bidders are decreased by 5%, to a maximum of \$100,000 difference. If the lowest responsive, responsible Bidder is a non-Glades business, then all bids received from responsive, responsible non-Glades, local Bidders that utilize Glades subcontractors for a minimum of 15% are decreased by 3%, and for a minimum of 30% are decreased by 4%, to a maximum of \$100,000 difference. The original bid amount is not changed; the decrease is calculated only for the purposes of determining the Glades local preference. The \$100,000 is a cumulative value for all subcontractors under one project

To receive a local preference, a business must have a permanent place of business in existence prior to the issuance of this Invitation for Bid. A permanent place of business means that the business' headquarters is located in Palm Beach County or for the Glades preference in the Glades area; or, the business has a permanent office or other site in Palm Beach County or Glades area where the business will produce a substantial portion of the goods or services to be purchased.

A valid business tax receipt issued by the Palm Beach County Tax Collector will be used to verify that the business had a permanent place of business prior to the issuance of this Invitation for Bid. A Palm Beach County business tax receipt is required unless specifically exempted by law.

The ranking of responsive Bidders pursuant to the SBE Ordinance which results in an award to a Bidder in compliance with the Ordinance shall not be re-ordered by the provisions of the Local Preference Ordinance to the extent that the application of local preference would result in an award to a non-SBE firm.

2.1.13.3 Living Wage Ordinance (for projects that exceed \$100,000). Projects, that exceed \$100,000 and that are not subject to the Davis-Bacon Act, must comply with the Palm Beach County Living Wage Ordinance.

Definition. Living wage means a minimum wage of \$12.31 per hour effective October 1, 2018, through September 30, 2019. The living wage is adjusted annually on October 1 as provided for in the ordinance. The Construction Manager and all subcontractors shall pay the living wage to all employees directly providing construction-related services.

Certification Required. Before entering any Work Order/Amendment under this Contract, the Construction Manager must provide a certificate to the Owner and each subcontractor must provide a certificate to the Construction Manager, stating that it will pay each employee no

less than the living wage. A copy of the certificate must be made available to the public upon request. The certificate form is provided with the Contract Documents.

Notice and Posting. The Construction Manager and each subcontractor shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least (insert the living wage hourly pay rate, as adjusted) per hour. If you are not paid this hourly rate, contact your supervisor and/or Palm Beach County Procurement and Project Implementation Group at (561) 233-2055." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Employers shall supply a copy of the preceding statement to any employee upon request within a reasonable time. Employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any project covered by this ordinance.

Maintenance of Payroll Records. Each employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain: Each employee's name and address; Each employee's job title and classification; The number of hours worked each day by each employee; The gross wages and deductions made for each employee; and Annual wages paid to each employee.

Reporting Payroll. Every six (6) months each subcontractor shall certify and file with the Construction Manager certification that all employees who worked on the Project during the preceding six (6) month period were paid the living wage in compliance with this ordinance. Upon the Owner's request, the employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

2.1.14 Upon agreement of the Owner and Construction Manager, the Construction Manager's GMP may be submitted at any time after completion and approval of the design development phase, but in no case later than 45 days after submission of the Construction Documents to the agency having jurisdiction for plans review and permitting. The Construction Manager will develop and provide to the Owner a GMP which will include all construction costs, and all other projected costs including without limitation the Construction Manager fees, the Construction Manager-GMP contingency and General Conditions allowance but not including the Owner's construction contingency. The GMP shall set out each anticipated trade contract amount; the Construction Manager's fixed fee; General Conditions reimbursable costs including on-site field staff, and all project related costs, i.e., bonds, personnel, payroll benefit, etc.

2.1.14.1 All assumptions made by the Construction Manager in the development of the GMP shall be specifically listed in the GMP proposal, and the GMP will not be adjusted due to assumptions made by the Construction Manager, but not included in the GMP proposal.

2.1.14.2 In the event that the GMP exceeds the project construction budget, the Owner reserves the right to direct the Construction Manager to (and the Construction Manager shall) work in conjunction with the Architect to redesign the Project as necessary to maintain the

project program and meet the project construction budget as follows:

- a. After consultation with the Owner, the Construction Manager shall coordinate and cooperate with the Project Team to alter and redraft the Construction Documents as necessary to accomplish the required reduction in cost.
- b. The Construction Manager shall develop and provide to the Owner a GMP in connection with the redrafted and altered Construction Documents to accomplish the necessary reductions in cost.
- c. The Construction Manager shall analyze the Architect's originally submitted and as altered and redrafted Construction Documents, and make recommendations to the Owner as to ways and methods to reduce the costs of constructing the Project to a sum which does not exceed the project construction budget.

2.1.14.3 The Owner has the right to reject any GMP as originally submitted, or as adjusted. In addition, the Owner has the right to withhold, in its sole discretion, approval of the amendment of the Contract to reflect any GMP.

2.1.14.4 The Construction Manager's detailed construction cost estimates and GMP will be reviewed by the Architect and the Owner for reasonableness and compatibility with the project construction budget. Meetings and negotiations with the Construction Manager will be held to resolve questions and differences that may occur between the project construction budget and the Construction Manager's construction cost estimate and the corresponding GMP. If indicated by the project construction budget limitations or other circumstances, the Construction Manager shall work with the Owner to reach a mutually acceptable GMP.

2.1.14.5 If the GMP proposal is accepted, in writing, by the Owner, it will become an amendment to this Contract which will establish the GMP, contract time, and liquidated damages for that phase of the Work (the GMP Amendment) for the Project. A "Public Construction Bond and Form of Guarantee" on the Owner's standard forms shall be provided by the Construction Manager simultaneously with the GMP Amendment for the Project.

2.2 Construction Phase. Unless otherwise authorized by the Owner, all Work shall be performed under trade contracts held by the Construction Manager. The Construction Manager shall not bid on any of the Trade Contractor work or perform such work with its own forces without the prior written consent of the Owner. The Construction Manager shall:

2.2.1 Administer the construction phase as provided in the Contract.

2.2.2 Commence the Work within 10 days after receipt of the executed Guaranteed Maximum Price amendment, all permits, and "Notice to Proceed" from the Owner.

2.2.3 Promptly award and execute trade contracts with approved Trade Contractors. Provide copies of fully executed trade contracts, insurance certificates and, if required, bonds to the Owner, when requested. The subcontractor buyout is to be completed within 60 days from

NTP and the contingency reconciled with the savings/overage unless the Construction Manager requests and receives a time extension from the Owner.

2.2.4 Manage, schedule and coordinate the Work, including the work of the Trade Contractors, and coordinate the Work with the activities and responsibilities of the Owner, Architect and Construction Manager in order to complete the Project in accordance with the Owner's objectives of cost, time and quality. Develop and maintain a program, acceptable to the Owner and Architect, to assure quality control of the construction. Supervise the work of all Trade Contractors so that the work conforms to the requirements of the plans and specifications. Provide instructions to each Trade Contractor when its work does not conform to the requirements of the plans and specifications so that the work conforms to the requirements of the plans and specifications, and continue to manage each subcontractor to ensure that corrections are made in a timely manner so as to not affect the progress of the Work. Should disagreement occur between the Construction Manager and the Architect over acceptability of Work and conformance with the requirements of the specifications and plans, the Owner shall be the final judge of performance and acceptability.

2.2.5 Maintain exclusively for the Project a competent full-time staff at the project site to coordinate and direct the Work and progress of the Trade Contractors on the Project. The Construction Manager shall maintain sufficient off-site support staff, and competent full time staff at the project site authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the sub-contractors and CM shall provide no less than those personnel during the respective phases of construction that are set forth in an exhibit to the GMP Amendment. The CM shall not change any of those persons unless mutually agreed to by the Owner and Construction Manager. In such case, the Owner shall have the right of approval of the qualifications of replacement personnel. All of the Construction Manager's on-site management and supervisory personnel shall be consistent with the Construction Manager's Proposal and its interview presentation and shall not be removed or replaced without the Owner's consent. Upon written notice and with reasonable justification, the Owner shall have the right to direct the Construction Manager to remove or replace any on-site personnel whose performance becomes unsatisfactory to the Owner. In such event, the Construction Manager shall promptly replace such personnel, without consideration of additional compensation for the replacement.

2.2.5.1 Establish on-site organization and lines of authority in order to carry out the overall plans of the Construction Team. Identify an on-site staff member to represent the Construction Manager, on a daily basis, with authority to negotiate change orders and contract modifications on behalf of the Construction Manager. Make available such executive personnel as necessary to execute change orders or other contract modifications on behalf of the Construction Manager so as not to delay the progress of the Work.

2.2.6 Establish procedures for coordination among the Owner, Architect, Trade Contractors and Construction Manager with respect to all aspects of the Work. Implement such procedures, incorporate them into a project resource manual, and distribute manuals to the Construction Team.

2.2.6.1 Require of the various Trade Contractors such coordination drawings as may be necessary to properly coordinate the Work among the Trade Contractors.

2.2.6.2 In coordination with the Architect, establish and implement procedures for tracking and expediting the processing of shop drawings and samples, as required by the Contract Documents.

2.2.7 Schedule and conduct weekly progress meetings with Trade Contractors to review such matters as job procedures, job safety, construction progress, schedule, shop drawing status and other information as necessary. Attend team meetings with the Architect and Owner.

2.2.8 Review the schedule with the various Trade Contractors and review, or expand the level of detail to incorporate specific Trade Contractor input consistent with the overall completion requirements. Regularly monitor and update the project schedule and various sub-networks as construction progresses. Identify potential variances between scheduled and probable completion dates. Review schedule for Work not started, or incomplete, and make adjustments in the schedule to meet the scheduled completion date. Provide summary reports of each monitoring and document all changes in the schedule. Regular schedule updates and reporting shall be included as part of the monthly project report outlined herein.

2.2.9 Determine the adequacy of the Trade Contractors' personnel and equipment, and the availability of materials and supplies to meet the schedule. In consultation with the Owner and the Architect, take necessary corrective actions when requirements of a trade contract or a trade contract schedule are not being met.

2.2.10 Whenever Owner-Furnished Contractor-Installed (OFCI) materials or equipment are shipped to the project site, the Construction Manager shall notify the Owner and shall be responsible for their acceptance, proper storage, and incorporation into the Work provided the scope of the Owner-Furnished Contractor-Installed (OFCI) work is included within the Guaranteed Maximum Price.

2.2.11 Develop and maintain an effective system of project cost control which is satisfactory to the Owner. Revise and refine the initially approved project construction budget, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise Owner and Architect whenever projected costs exceed budgets or estimates. Cost control reports shall be included as part of the monthly project report outlined herein.

2.2.12 Maintain a consistent and accurate accounting system. The Construction Manager shall preserve all accounting records for a period of four (4) years after final payment of the Work or as otherwise requested in writing by the Owner. The Owner shall have access to all such accounting records at any time during the performance of the Work and for a period of four (4) years after final payment of the Work.

2.2.12.1 Administer direct tax savings purchase program (if provided).

2.2.13 Develop and implement a system for the preparation, review and processing of change orders. Without assuming any of the Architect/ Engineer's responsibilities for design, recommend necessary or desirable changes to the Owner and the Architect, review requests for changes and submit recommendations to the Owner and Architect.

2.2.13.1 When requested by the Owner or Architect, promptly prepare and submit estimates of probable cost for changes proposed in the Work including similar estimates from the Trade Contractors. If directed by the Owner, promptly secure formal written change order proposals from such Trade Contractors.

2.2.14 Be responsible for initiating, maintaining and supervising effective safety programs and require similar programs of the Trade Contractors and Sub-subcontractors. The OSHA guidelines shall serve as the basis for the construction safety program.

2.2.14.1 Promptly notify the Owner and, where applicable, the Owner's Insurance Administrator, in writing, upon receiving notice of filing of any charge of non-compliance from OSHA, or upon receiving notification that a federal or state inspector shall visit or is visiting the project site.

2.2.14.2 At progress meetings with Trade Contractors, conduct a review of job safety and accident prevention, and prepare minutes of such meetings that will be available to the Owner's Representative on request. The minutes of job safety and accident prevention portion of such progress meetings shall be made available to the Owner's Insurance Administrator, where applicable, upon request.

2.2.15 Make provisions for project security acceptable to the Owner, to protect the project site and materials stored off-site, or on-site, against theft, vandalism, weather, fire and accidents, damage, or injury to person(s) or property, etc., as required by job and location conditions.

2.2.16 Record the progress of the Project. Submit written monthly progress reports to the Owner and the Architect including information on the Trade Contractors' work, the percentage of completion, current estimating, computerized updated monthly "Critical Path Method" scheduling and project accounting reports, including estimated time to completion and estimated cost to complete. Keep a daily log available to the Owner and the Architect. Report and record such additional information related to construction as may be requested by the Owner.

2.2.17 The Construction Manager shall be responsible for the coordination of removal, encapsulation, transportation and disposal of any hazardous material, including, without limitation, any asbestos or asbestos-related products as may be required in connection with the Work. Handling and removal will be performed, if necessary, under separate contract with Owner. However, hazardous material, described by federal guidelines brought onsite by the Construction Manager or the Trade Contractors shall remain their responsibility for proper disposal. Any hazardous material not specifically shown on the Construction Documents shall be considered a concealed condition and may be the responsibility of the Construction Manager in a change order increasing the Guaranteed Maximum Price for any additional costs incurred. Such change order shall be submitted in as timely a manner as is reasonably possible after discovery of the concealed condition.

2.2.18 Construction Manager shall comply with all requirements of funding agreements which apply to all or a part of the Work including preparing such reports and making such certifications and representations as may be required by Owner.

ARTICLE 3

ADDITIONAL SERVICES

Upon the mutual agreement of the Owner and the Construction Manager, and upon written authorization from the Owner, the Construction Manager shall provide additional services which are beyond the scope of the Basic Services described in Article 2 herein. The Construction Manager shall be compensated for such additional services by a fee to be negotiated by the Owner and the Construction Manager at the time of the additional service request.

ARTICLE 4

OWNER'S RESPONSIBILITIES

4.1 Owner's Representative. The Owner will designate a representative to act on its behalf (the Owner's Representative) for the Project. This representative, or his/her designee, will receive progress reports of the Work, serve as liaison with the Construction Manager and the Architect, receive and process communications and paperwork, and represent the Owner in the day-to-day conduct of the Project. The Construction Manager will be notified in writing of the representative and of his/her designee or any changes thereto.

4.2 Inspector. The Owner may retain a "threshold building" special inspector, if required by Chapter 553, Florida Statutes.

4.3 Review of CM Deliverables. The Owner will review and approve or take other appropriate action on the Construction Manager's preconstruction deliverables in a timely manner.

ARTICLE 5

SCHEDULE

5.1 Preconstruction Phase. The Construction Manager shall submit the pre-construction reports required under Article 2 hereof within 14 days and the Guaranteed Maximum Price proposal within 45 days after the Construction Documents have been made available to the Construction Manager.

5.2 Construction Phase. The number of days for performance of the Work under the construction phase of the Project shall be established in the Guaranteed Maximum Price Amendment to this Contract.

5.3 Critical Dates Established. At the time a Guaranteed Maximum Price (GMP) is established, as provided for in Article 6, a project substantial completion date, a project final completion date and an Owner occupancy date in accordance with the master project schedule, shall also be established by the Construction Team for the Project. The Construction Manager agrees to complete the construction in accordance with the agreed upon substantial completion date, final completion date and Owner occupancy date for the Project. The Construction Manager acknowledges that failure to complete the Project within the construction time set forth in the approved schedule will result in substantial damages to the Owner. Liquidated damages as

provided for in the GMP Amendment shall be assessed at a rate to be determined by the Owner.

5.4 Acceleration of Schedule. In the event the Owner desires to accelerate the schedule for any portion of the Work, the Owner shall notify the Construction Manager in writing. As soon as possible but not later than 21 days after the Owner request, the Construction Manager shall give the Owner a revised Guaranteed Maximum Price for the acceleration which shall become a change order upon acceptance. The Owner may then direct the Construction Manager to increase its staff and require its Trade Contractors to increase their manpower, or to work such overtime hours as may be necessary to accomplish the required acceleration in accordance with the approved change order. In such event the Owner shall reimburse the Construction Manager for the costs of such acceleration subject to the Guaranteed Maximum Price. In no event shall the Construction Manager be entitled to compensation in excess of the adjusted Guaranteed Maximum Price. The Construction Manager shall require accurate daily records of all costs of the required acceleration and shall secure the Owner's approval of such records.

5.5 Use or Occupancy Ahead of Schedule. The Owner shall have the right to occupy, or use, any portion of the Work ahead of schedule. If use or occupancy ahead of schedule affects the cost of the Project or the schedule for the Work, the Construction Manager shall so notify the Owner in writing and the use or occupancy will be treated as a change to the Work in accordance with Article 9 herein.

ARTICLE 6

GUARANTEED MAXIMUM PRICE

6.1 Cost of the Work. The Guaranteed Maximum Price (GMP) includes the Cost of the Work required by the Contract as defined in Article 8 of this Contract, and the Construction Manager's lump sum fee as defined in Paragraph 6.4 of this Contract. The GMP for the Project will be established based on Construction Documents prepared by the Architect. The GMP is subject to modification for Owner changes in the Work as provided in Article 9, herein.

6.2 Taxes. The GMP will only include those taxes in the Cost of the Work which are legally enacted at the time the GMP is established.

6.3 Construction Contingency. In addition to the Cost of Work, the GMP will include an agreed upon sum as the construction contingency which is included for the purpose of defraying the expenses due to unforeseen circumstances relating to construction. The Construction Manager will be required to furnish documentation evidencing expenditures charged to this contingency prior to the release of funds by the Owner. Documentation for use of the contingency shall be determined by the Owner. If trade contracts are executed below the applicable line items in the GMP, the surplus will be added to the contingency. If trade contracts are above the applicable line item in the GMP, the deficiency will be taken from the contingency, however such events shall not be cause to increase the GMP. The contingency is included to adjust the estimate for eventualities which have not been taken into precise account in the establishment of the GMP, including (1) documented scope gaps between trade contractors unless work is shown on drawings, (2) contract default by trade contractors, (3) reconciliation of allowances and sales tax savings estimate and (4) unforeseen field conditions. The contingency shall not be used for design errors and omissions which a prudent Construction Manager should reasonably have detected during the

Construction Manager's pre-construction duties and reasonable due diligence by the Construction Manager.

If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Construction Manager may perform that portion of the Work if agreed to by Owner or may negotiate for its performance for the specified line item lump sum amount or less.

6.4 CM Fee. Construction Manager's Fee during the Construction Phase includes the following:

6.4.1 The cost of its home or branch office employees or consultants not at the project site, including the cost of all benefits, insurance, and taxes attributable to wages and salaries and other company overhead expenses for said home office employees.

6.4.2 The cost of its field employees identified in Subparagraph 2.2.5 herein, or their approved replacements, including the cost of all benefits, insurance, and taxes attributable to wages and salaries for said field employees.

6.4.3 General operating expenses of the Construction Manager's principal and branch offices, other than the field office.

6.4.4 Construction Manager's capital expenses.

6.4.5 Overhead and profit, or other general expenses, except as may be expressly included in Article 8, herein, as the "Cost of the Work".

6.4.6 Travel and per diem costs of Construction Manager's employees and consultants if calculated in accordance with F.S. 112.061.

6.4.7 Those services set forth in Article 2.2

6.4.8 Expenses such as long distance telephone calls, telephone, water, and electrical service at the Construction Manager's field office at the site, postage, office supplies, expressage, and similar items in connection with the Work.

6.4.9 Cost of equipment such as field office typewriters, cameras, radios, computers, pagers, copiers, facsimile equipment, telephones, cell phones, trailers, vehicles and furniture purchased or rented by the Construction Manager.

6.5 Payment Requests. Request for compensation for services shall be submitted in detail as requested by Owner in order to approve the fee.

6.6 Certification. By submitting payment requests to Owner, the Construction Manager certifies that all factual unit costs supporting the fees allowable under this Contract are accurate, complete and current at the time of submission; and that any other factual unit costs that may be furnished to the Owner in the future to support any additional fees that may be authorized will also be accurate, complete, reasonable. The fees allowable under this Contract and any additional fees that may be authorized in the future shall be adjusted to exclude any sums by which the Owner

determines the fee was increased due to inaccurate, incomplete, or non-current factual unit costs.

6.7 No Inconsistent Positions. The Construction Manager's role in providing preconstruction services has allowed/caused the Construction Manager to formulate positions with respect to specific scope of work and contract interpretation issues. In that the Construction Manager is familiar with aspects of the scope of work and the Contract for the Project during the preconstruction phase, the Construction Manager agrees not to request an increase in the GMP for any substantially similar issue based upon a theory of recovery which is inconsistent with written advice or consultation previously discussed pursuant to the aforesaid preconstruction services.

6.8 GMP Adjustments. Adjustments to the GMP will be made as described in the General Conditions to the Contract.

6.9 No Overhead and Profit on Construction Contingency. When summarizing the cost of the GMP, the overhead and profit factor shall not be calculated on the construction contingency nor will the Construction Manager be due any additional overhead and profit on the use of the construction contingency.

6.10 Cost Savings. All cost savings for the not-to-exceed value of the GMP shall be returned to the Owner as part of the net aggregate savings established when final accounting is submitted upon final completion of the Work, or at such earlier time as agreed to by the Owner and the Construction Manager. "Cost savings" are the net difference obtained by deducting from the Adjusted GMP, the expended portions of the documented Construction Manager's Fee, the construction contingency balance and the actual expenditures representing the "Cost of the Work" as defined in Article 8 herein. Liquidated damages, if any, are different from, and are not a part of, this calculation.

ARTICLE 7

PAYMENTS TO CONSTRUCTION MANAGER

7.1 Payments. In consideration of the performance of the Contract, the Owner agrees to pay the Construction Manager, as compensation for its services an amount as set forth below:

7.1.1 For preconstruction services, the total sum amount listed below for such services which will be paid in installments at the satisfactory completion of the following phases:

Program Estimate:	\$ N/A
80% Const. Docs.:	\$ 9,827
95% Const. Docs.;	\$ 14,421
Accepted GMP:	\$ 35,550
Total:	\$ 59,798

7.1.2 Upon acceptance of the GMP for the Project, the amount established in the GMP Amendment to this Contract, which includes the "Construction Manager's Fee" as described in Paragraph 6.4 and the "Cost of the Work" as described in Article 8, is to be paid monthly as described in the Contract. The overhead and the profit lump sum included in the GMP will be paid proportionally on a percent complete basis of the Work in place, less retainage.

If Work is authorized only for a part of the Project, the overhead and profit fee shall be proportionate to the amount of Work authorized.

The Construction Manager's Fee shall be paid in equal monthly payments based upon the duration of construction.

7.1.2.1 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. As required by Section 218.735, F.S., within ten (10) working 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.

7.1.3 Pay requests for preconstruction services and for construction shall be documented in accordance with the General Conditions of the Contract and submitted in detail sufficient for a proper audit thereof.

ARTICLE 8

COST OF THE WORK

8.1 Definition. The term "Cost of the Work" shall mean costs including "general conditions" costs, incurred in the Work as described and defined in Paragraph 8.2, below, and paid or incurred by the Construction Manager, which are not included in Paragraph 6.4, less any reimbursement for scrap value and cash or trade discounts, subject to Article 10, herein. The term "wages" as used herein shall include the straight time and overtime pay and the cost of associated employee benefits. Employee benefits include, but are not limited to, unemployment compensation, social security, compensated absences, and other mandatory and customary contributions and fringe benefits insofar as such costs are based on wages, salaries, or other remuneration paid to employees of the Construction Manager.

8.2 Cost Items. Cost of the Work includes and is limited to actual expenditure for the following cost items:

8.2.1 Subject to prior approval by the Owner, wages paid for labor in the direct employ of the Construction Manager, other than those provided under Paragraph 6.4 herein as a part of the Construction Manager's Fee, in the performance of the Work.

8.2.2 The cost of all materials, supplies and equipment incorporated in the Work or stored on site, including cost of transportation and storage thereof. At the Owner's sole discretion, the Owner may make payment for materials, supplies and/or equipment stored off-site and bonded.

8.2.3 Payments made by the Construction Manager to Trade Contractors for their work performed pursuant to trade contracts with the Construction Manager.

8.2.4 Cost of the premiums for all insurance or bonds including Trade Contractor bonds which the Construction Manager is required to procure by this Contract, or other insurance or bonds subsequently deemed necessary by the Construction Manager, and agreed upon by the Owner.

8.2.5 Sales, use, gross receipt, or similar taxes related to the Work imposed by any governmental authority and for which the Construction Manager is liable.

8.2.6 Building and operating permit fees, inspection and filing fees, sewer and water fees, and deposits lost for causes other than the Construction Manager's own negligence.

8.2.7 Cost of removal and disposal of all debris including clean-up and trash removal.

8.2.8 Cost incurred due to an emergency affecting the safety of persons and/or property.

8.2.9 Subject to prior written approval by Owner, legal costs reasonably and properly resulting from prosecution of the Work for the Owner; provided, however, that they are not the result of the Construction Manager's own negligence or malfeasance. Legal costs incurred in connection with disputes solely between the Construction Manager and the Owner or incurred in connection with disputes solely between the Construction Manager and Trade Contractors are the responsibility of the Construction Manager and shall not be included in the Cost of the Work.

8.2.10 Cost of temporary electric power, lighting, water, sanitary facilities, and heat required for the performance of the Work, or required to protect the Work from weather damage, not including construction manager's office trailers.

8.2.11 Cost of temporary safety-related protection including barricades and safety equipment, temporary roads and parking, dust control, pest control, installation and operation of temporary hoists, scaffolds, ladders and runways, and temporary project signs and costs of permits and fees pursuant to the General Conditions of the Contract.

8.2.12 Cost of watchmen or similar security services.

8.2.13 Cost of surveys, measurements and layout work reasonably required for the execution of the Work or the requirements of the Contract.

8.2.14 Cost of preparation of shop drawings, coordination plans, or as-built documents not included in trade contracts.

8.2.15 All costs for reproduction of documents to directly benefit the Work.

8.2.16 Costs directly incurred in the performance of the Work and not included in the Construction Manager's Fee as set forth in Paragraph 6.4, herein.

8.2.17 Cost, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities not owned by the workmen which are employed or consumed in the performance of the Work.

8.2.18 Rental charges of all necessary machinery and equipment, including hand tools used in the performance of the Work, whether rented from the Construction Manager or others, including installation, repairs and replacements, dismantling, removal, costs of lubrication, transportation and delivery costs thereof.

8.2.19 Costs associated with setting up and demobilizing tool sheds, temporary fences, temporary roads, and temporary fire protection.

8.3 Defective Work. No costs shall be paid to the Construction Manager for any expense related to correcting defective workmanship or work not in conformance with the plans or specifications.

ARTICLE 9

CHANGES IN THE WORK

The Owner, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions. All changes in the Work shall be authorized as described in the General Conditions of the Contract. Except in cases of emergency endangering life or property, the Construction Manager shall allow no changes in the Work without the prior written approval of the Owner.

ARTICLE 10

DISCOUNTS

All quantity discounts shall accrue to the Owner. All trade discounts, rebates and refunds, and all returns from the sale of surplus materials and equipment shall be credited to the Owner.

ARTICLE 11

INSURANCE

The Construction Manager shall provide insurance as required by the General Conditions of the Contract.

ARTICLE 12

PERIOD OF SERVICE

The period of service and contract term shall commence upon the approval and execution of this Contract by both parties and continue until completion of all phases of the Work for the Project, unless otherwise terminated as provided for in the Contract.

ARTICLE 13

INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Construction Manager, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to any bid, proposal or any resulting contract.

ARTICLE 14

SCRUTINIZED COMPANIES

14.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

14.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Construction Manager certifies that it, its affiliates, trade contractors, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

14.3 If the County determines, using credible information available to the public, that a false certification has been submitted by the Construction Manager, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 15

NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Construction Manager warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, 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.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said Owner and caused the seal of the said Owner to be affixed hereto, and the Construction Manager has hereunto set its hand and seal the day and year written. The Construction Manager represents that it is authorized to execute this Contract on behalf of itself and its Surety.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

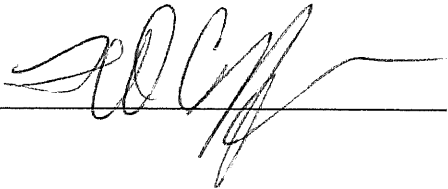
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

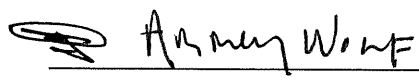
By: _____
Deputy Clerk

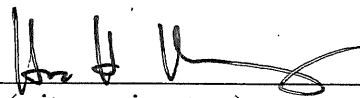
By _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

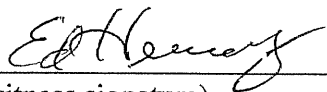

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS


Director, Facilities Development &
Operations


(witness signature)

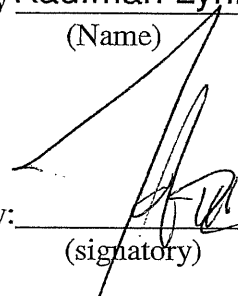
Wong H. Huang
(witness name printed)


(witness signature)

Ed Hernandez
(witness name printed)

CONSTRUCTION MANAGER:

By Kaufman Lynn Construction
(Name)

By: 
(signatory)

Frank W White III
(print signatory's name)

It's President
(print title)

May 1, 2019
(date of execution)



CERTIFICATE OF LIABILITY INSURANCE

2/28/2020

DATE (MM/DD/YYYY)
5/17/2019

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 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Insurance Corporation	
	INSURER B : The First Liberty Insurance Corporation	
INSURED 1456479 Kaufman Lynn Construction, Inc. 3185 S. Congress Avenue Delray Beach FL 33445	INSURER C : Allied World National Assurance Company	
	INSURER D : Liberty Mutual Fire Insurance Company	
	INSURER E : *** SEE ATTACHMENT ***	
	INSURER F :	
	NAIC #	

COVERAGES CERTIFICATE NUMBER: 16019430 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB5-Z51-291934-029	2/28/2019	2/28/2020	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 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-Z51-291934-039	2/28/2019	2/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	0311-7332	2/28/2019	2/28/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
D	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	WC2-Z51-291934-019	2/28/2019	2/28/2020	<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
E	See Attached	N	N	See Attached	2/28/2019	2/28/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees are included as an additional insureds on a primary non-contributory basis as required by written contract. A waiver of subrogation applies per written contract.

CERTIFICATE HOLDER	CANCELLATION See Attachment
16019430 Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway West Palm Beach FL 33411-5604	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>Michael G. Calabrese</i>

Excess Layer 1:

Carrier: Liberty Insurance Underwriters Inc.

Policy #- 1000245547-02

Eff Date: 2/28/2019 - 2/28/2020

\$5,000,000 Each Claim / \$10,000,000 Aggregate

Excess Layer 2:

Carrier: The Ohio Casualty Insurance Company

Policy #- ECO (20) 57718548

Eff Date: 2/28/2019 – 2/28/2020

\$20,000,000 Each Claim / \$20,000,000 Aggregate

Professional & Pollution:

Carrier: Indian Harbor Insurance Co.

Policy #- CEO744682902

Eff Date: 2/28/2019 – 2/28/2020

\$5,000,000 Each Claim / \$5,000,000 Aggregate / 100,000 SIR

**SUMMARY SHEET FOR
TASK ORDER #1
KAUFMAN LYNN CONSTRUCTION, INC.
CANYON DISTRICT PARK
PROJECT NO. 17204
DISTRICT #5**

This Task #1 is for professional Construction Management Services for preconstruction activities associated with the new Canyon District Park project to be located on fifty-two (52) acres located south of Boynton Beach Boulevard and west of acme Dairy Road in Boynton beach.

Professional services shall include design reviews, value analysis, scheduling services and cost estimates.

CM was selected under the old SBE Program.

CM: (select the correct one)

☒ does have a CM / S/M/WBE partner. The SBE partner is MCO Construction Services, Inc.
☐ does not have a CM/ S/M/WBE partner.

Construction Manager will provide 25% S/M/WBE participation during the pre-construction phase.

The County's Goal Setting Committee will determine the mandatory subcontracting goal for the construction subcontracts prior to the subcontract bidding, which mandatory goal will be included in the GMP Amendment/Work Order.

**TASK ORDER #1
KAUFMAN LYNN CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
CANYON DISTRICT PARK
PROJECT NO. 17204**

This Task Order is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Kaufman Lynn Construction, Inc., hereinafter referred to as "Construction Manager".

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

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

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Pre-Construction Services.** Pursuant to Article 2.1 of the Contract between Owner and Construction Manager, the parties agree to the Price of \$59,798 for the pre-construction services for this Project, in accordance with the attached proposal dated April 30, 2019, which is attached hereto as **Attachment B** and incorporated herein by reference.
- 3. SBE Participation.** The Construction Manager was selected under the County's prior SBE program where the SBE goal for this Project was 15%. Construction Manager will provide 25% SBE participation during the pre-construction phase. Construction Manager acknowledges and agrees that under the contract modifications and additions attached hereto as **Attachment A**, the mandatory subcontracting goal for the construction subcontracts will be determined by the County's Goal Setting Committee prior to the bidding of the construction subcontracts and such mandatory subcontracting goal will be included in the GMP Amendment/Work Order.
- 4. Contract Modifications and Additions.** The Contract is hereby modified to include the terms and conditions set forth on **Attachment A**, which are incorporated herein by reference.
- 5. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Attachment A – Contract Modifications and Additions

Attachment B – Pre-Construction Services Proposal

4. 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.

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

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Director – FD&O

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

Signature

Name (type or print)

CONSTRUCTION MANAGER
KAUFMAN LYNN CONSTRUCTION,
INC.

Signature

Name (type or print)

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. Section 2.1.13.1 of the Contract is replaced in its entirety with the following:

2.1.13.1 Equal Business Opportunity (EBO) Program.

a. Policy, Program and Enforcement. *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. In pursuance of that policy, the Board adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the County's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:*

- *Suspension of Contract;*
- *Withholding of funds;*
- *Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;*
- *Suspension or debarment of the Construction Manager from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and*
- *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.*

b. Affirmative Procurement Initiatives (APIs) Applicable to Construction Phase of this Contract. *The County's Goal Setting Committee will establish the APIs applicable to the construction phase of this Contract, including any mandatory SBE or M/WBE subcontracting goals, prior to the GMP Amendment; and such APIs shall be included in the GMP Amendment to this Contract. It is anticipated that at least a mandatory minimum SBE subcontracting goal of 20% will be applied to the construction phase of this project. However, depending on the availability of S/M/WBEs at the time of subcontractor bidding, the County's Goal Setting Committee may apply a higher mandatory SBE subcontracting goal or may apply a mandatory M/WBE subcontracting goal. If the Goal Setting Committee applies SBE or M/WBE subcontracting goal(s) to the project, the Construction Manager may apply an S/M/WBE price preference, for subcontracts less than \$1,000,000, where the subcontract will be awarded to the lowest responsive, responsible bidder unless a certified S/M/WBE's bid is within ten (10) percent of the lowest non-S/M/WBE bid, in which case the award shall be made to the certified S/M/WBE submitting the lowest responsive, responsible bid. For subcontracts \$1,000,000 or more, the Construction Manager may apply an S/M/WBE price preference where the subcontract will be awarded to the low bidder responsive to the S/M/WBE 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 the bidding of the construction subcontracts, then the Construction Manager must request a waiver or partial waiver from the Office of EBO. Such waiver request shall be made on the required Office of EBO forms and include documentation that demonstrates good faith efforts were undertaken by Construction Manager to comply with the APIs on the construction subcontracts. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>.*

d. Required Documentation with GMP Amendment. *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. 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 S/M/WBE participation goal. Construction Manager agrees to provide any additional information requested by the County to substantiate participation.

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

***f. 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 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 pay application 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.

***g. 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 GMP Amendment. Requests for substitutions must be submitted to the County Representative and the Office of EBO for approval. **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.*

***h. Records and Access.** The Office of EBO has the right to review Construction Manager's records and interview Trade Contractors and Subcontractors in order to determine compliance with the County's EBO Program and contract requirements for up to four (4) years from contract completion or termination date.*

2. Section 7.1.2.1 of the Contract is replaced with the following:

***7.1.2.1** 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. 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.*

3. Article 15 of the Contract is revised to include the following new paragraph:

As a condition of entering into this Contract, 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.

4. General Condition 31.12 numbered paragraph 6 is replaced with the following:

6. Construction Manager shall deliver to *JDi Data Corporation*, County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. Certificates need to show the following as Certificate Holder.

Submit certificates of insurance to:

Palm Beach County
c/o *JDi Data Corporation*
100 W. Cypress Creek Rd., Suite 1052
Ft. Lauderdale, FL 33309

5. General Condition 31.12 numbered paragraph 8 is replaced with the following:

8. Renewal Policies - The Construction Manager shall promptly deliver to *JDi Data Corporation* a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to *JDi Data Corporation* not less than five (5) business days before to the expiration date of any policy.

6. 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.*

7. New Special Condition 12 is added to the Contract as follows:

SC 12 CM/SBE PARTNERING PROGRAM REPORTING

If the Construction Manager in its proposal to the County agreed to participate in the County's CM/SBE Partnering program and received evaluation preference points from the County's selection committee for partnering with an SBE firm, then the following contract terms apply:

12.1 The Construction Manager shall have an executed memorandum of understanding (MOU) with the partnering SBE that sets out the types of developmental assistance that the Construction Manager will provide to the partnering SBE, the scope of services to be rendered by the partnering SBE on the project; the anticipated dollar value or percentage of the construction management contract that will be performed by the partnering SBE; and the frequency of meetings between the Construction Manager and the partnering SBE.

12.2 The Construction Manager must file a final report with the County at the conclusion of the project that summarizes the assistance provided to partnering SBE and indicates if the goals in the MOU were achieved. The final report will also include a "lessons learned" section which evaluates the success of the partnering arrangement.

ATTACHMENT B
PRE-CONSTRUCTION SERVICES PROPOSAL
(Attach CM's Pre-Construction Services Proposal)



ATTACHMENT B

3185 South Congress Avenue
Delray Beach, FL 33445
o 561.361.6700 | f 561.361.6979

www.kaufmanlynn.com
CGC 021732

4/30/19

Attn: Rosalyn Acosta, Project Manager
PBC Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

Re: Preconstruction Services Proposal - \$59,798

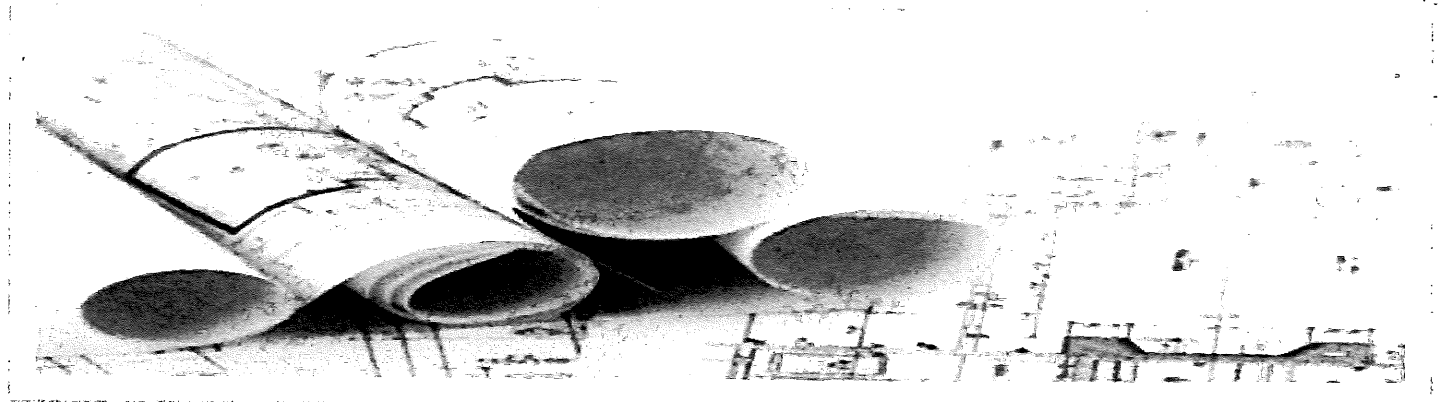
Please find attached detailed breakdown proposal for our preconstruction services for the Canyon District Park project. Below is a summary of services that I believe is a comprehensive approach to our preconstruction process for the County:

1. Pre-construction services starting at 80% Construction Documents (5wks), 95% Construction Documents (6wks), and a Guaranteed Maximum Price proposal with permitting assistance (8wks).
2. Design review at each stage (80%CD, 95%CD, GMP) to include: constructability reports, recommendations, cost effective approaches, review of design standards, material availability, time requirements and constraints, proposed alternate design materials, preliminary budgets to verify against County's design objectives and budgets to ensure compliance.
3. Attend bi-weekly design meetings and provide recommendations that include but are not limited to: site use, materials, building methods, improvements, phasing/sequencing, and constructability.
4. Provide SBE outreach, public advertising for local subcontractor participation, pre-bid conference and complete assistance throughout the solicitation, bidding and subcontractor award. The CM bidding phase will be required to comply with The County's Equal Business Opportunity (EBO) requirements.

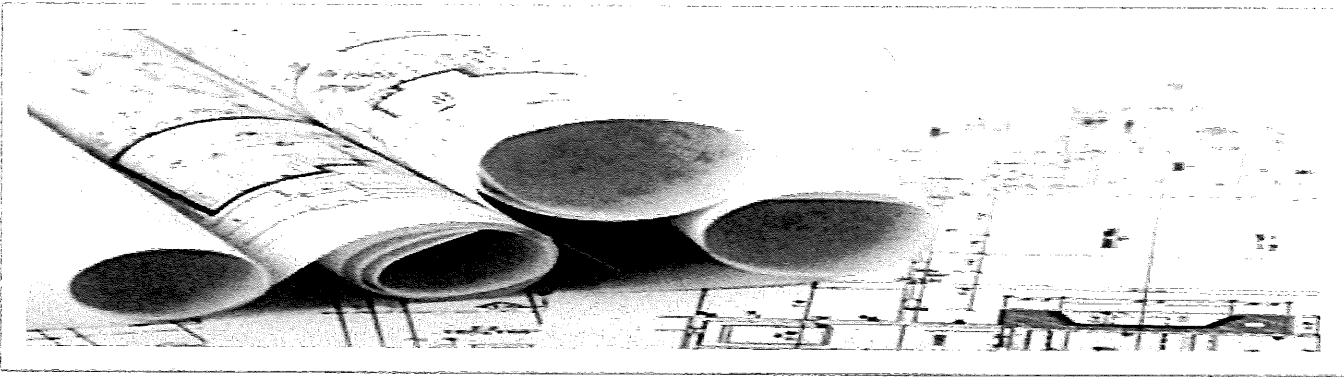
This process will provide clarity through an informative analysis that will allow confidence in decisions moving forward, and I thank you for the opportunity to provide these services.

Respectfully Submitted,

Garret L. Southern
Kaufman Lynn Construction



Canyon District Park																		5/1/19		
Kaufman Lynn Construction																				
Pre-Construction Services Fee Proposal																				
Project #17204																				
PH	ITEM	Proj. Exec		Chief Estimator		Sr. PM		Sr. Estimator		Estimator		Supt.		Scheduler		Admin. Ass't		SBE Consultant (L.S.)	OTHER	TOTAL
		MH	RATE	MH	RATE	MH	RATE	MH	RATE	MH	RATE	MH	RATE	MH	RATE	MH	RATE			
			\$ 157.60		\$ 157.60		\$ 106.38		\$ 102.44		\$ 86.68		\$ 98.50		\$ 94.56		\$ 43.34			
I.	80% CONSTRUCTION DOCUMENTS																			
	Initial Plan Review Status/Work to Date	2	\$ 315.19		\$ -	2	\$ 212.75	2	\$ 204.88		\$ -	2	\$ 197.00		\$ -		\$ -	\$ 250.00	\$ -	\$ 1,180
	Develop Baseline Schedule		\$ -		\$ -		\$ -		\$ -		\$ -	4	\$ 393.99	4	\$ 378.23		\$ -	\$ -	\$ -	\$ 772
	Const. Phasing & Site Manag. Planning		\$ -		\$ -	2	\$ 212.75		\$ -		\$ -	2	\$ 197.00		\$ -		\$ -	\$ -	\$ -	\$ 410
	Shell/Civil Analysis		\$ -		\$ -		\$ -	4	\$ 409.75		\$ -		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 410
	Constructability/VE Analysis		\$ -	2	\$ 315.19	4	\$ 425.51	4	\$ 409.75		\$ -	2	\$ 197.00		\$ -		\$ -	\$ 500.00	\$ -	\$ 1,847
	80% CD Estimate/Print Costs/Misc		\$ -	2	\$ 315.19		\$ -	16	\$ 1,639.00		\$ -		\$ -		\$ -		\$ -	\$ 500.00	\$ 150.00	\$ 2,604
	Internal & Sub Coordination Meetings		\$ -		\$ -		\$ -	8	\$ 819.50		\$ -		\$ -		\$ -	4	\$ 173.36	\$ 700.00	\$ 60.00	\$ 1,753
	Attendance @ Regular Meetings (2 ea)		\$ -		\$ -	8	\$ 851.02		\$ -		\$ -		\$ -		\$ -		\$ -			\$ 851
	Total For 80% CDs	2	\$ 315.19	4	\$ 630.38	16	\$ 1,702.04	34	\$ 3,482.88		\$ -	10	\$ 984.98	4	\$ 378.23	4	\$ 173.36	\$ 1,950.00	\$ 210.00	\$ 9,827
II.	95% CONSTRUCTION DOCs - 6 WKS																			
	Document Review/Plan Flip	2	\$ 315.19		\$ -	2	\$ 212.75	2	\$ 204.88		\$ -	2	\$ 197.00		\$ -		\$ -	\$ 250.00	\$ -	\$ 1,180
	SBE Outreach and Advertising		\$ -		\$ -	4	\$ 425.51	4	\$ 409.75		\$ -		\$ -		\$ -	4	\$ 173.36	\$ 1,300.00	\$ 150.00	\$ 2,459
	Schedule Updating and Scope Definition		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -	\$ -	\$ 50.00	\$ 50
	Site Logistics/Safety Plan		\$ -		\$ -	2	\$ 212.75		\$ -		\$ -	2	\$ 197.00		\$ -		\$ -	\$ -	\$ -	\$ 410
	Equipment/Structures Review		\$ -		\$ -		\$ -	2	\$ 204.88	2	\$ 173.36		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 378
	MEPF Analysis & Constructability		\$ -		\$ -		\$ -	4	\$ 409.75	4	\$ 346.71		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 756
	Scope Bid Packages & Work Categories		\$ -		\$ -		\$ -	2	\$ 204.88	2	\$ 173.36		\$ -		\$ -		\$ -	\$ -	\$ -	\$ 740
	95% CD Estimate/Print Costs/Misc	1	\$ 157.60	2	\$ 315.19		\$ -	20	\$ 2,048.75	8	\$ 693.42		\$ -		\$ -	2	\$ 86.68	\$ 250.00	\$ 25.00	\$ 4,488
	Internal & Sub Coordination Meetings		\$ -		\$ -		\$ -	12	\$ 1,229.25		\$ -		\$ -		\$ -	4	\$ 173.36	\$ 900.00	\$ 200.00	\$ 2,683
	Attendance @ Regular Meetings (3 ea)		\$ -		\$ -	12	\$ 1,276.53		\$ -		\$ -		\$ -		\$ -	4	\$ 173.36	\$ 1,100.00	\$ 180.00	\$ 4,488
																				\$ 1,277
	Total For 95% CDs	3	\$ 472.79	2	\$ 315.19	20	\$ 2,127.55	46	\$ 4,712.13	16	\$ 1,386.85	4	\$ 393.99		\$ -	14	\$ 606.75	\$ 3,800.00	\$ 605.00	\$ 14,421



Canyon District Park												5/30/19			
Kaufman Lynn Construction															
Pre-Construction Services Fee Proposal												3 MONTHS			
Project #17204												13 PROGRAM WEEKS			
\$13.4 M												PROJECT AMOUNT			
PH	ITEM	Proj. Exec MH RATE	Chief Estimator MH RATE	Sr. PM MH RATE	Sr. Estimator MH RATE	Estimator MH RATE	Supt. MH RATE	Scheduler MH RATE	Admin. Ass't MH RATE	SBE Consultant (L.S.)	OTHER	TOTAL			
		\$ 157.60	\$ 157.60	\$ 106.38	\$ 102.44	\$ 86.68	\$ 98.50	\$ 94.56	\$ 43.34						
III.	GMP WITH PERMITTING ASSIST - (8 WKS)														
	Document Review/Final Plan Flip	2 \$ 315.20	2 \$ 315.20	\$ -	2 \$ 204.88	2 \$ 173.36	2 \$ 197.00	\$ -	\$ -	\$ 250.00	\$ -	\$ 1,455.64			
	Project Pre-Bid Conference(s)	\$ -	\$ -	8 \$ 851.04	8 \$ 819.52	\$ -	\$ -	\$ -	4 \$ 173.36	\$ 1,100.00	\$ -	\$ 2,943.92			
	Finalize Construction Schedule	2 \$ 315.20	\$ -	2 \$ 212.76	\$ -	\$ -	12 \$ 1,182.00	24 \$ 2,269.44	\$ -	\$ 950.00	\$ -	\$ 4,929.40			
	Final MEPF Review/Coordination	\$ -	\$ -	2 \$ 212.76	2 \$ 204.88	2 \$ 173.36	2 \$ 197.00	\$ -	\$ -	\$ -	\$ -	\$ 788.00			
	Scope Bid Packages & Work Categories	\$ -	\$ -	16 \$ 1,702.08	2 \$ 204.88	2 \$ 173.36	16 \$ 1,576.00	\$ -	2 \$ 86.68	\$ 1,550.00	\$ 50.00	\$ 5,343.00			
	Sub./Vendor Solic/Prequal/Recommend	\$ -	\$ -	2 \$ 212.76	\$ -	4 \$ 346.72	\$ -	\$ -	4 \$ 173.36	\$ 1,500.00	\$ -	\$ 2,232.84			
	Building Dept/Agency Coordination	\$ -	\$ -	8 \$ 851.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850.00	\$ 60.00	\$ 1,761.04			
	Final Logistics / Safety Plan	1 \$ 157.60	\$ -	1 \$ 106.38	\$ -	2 \$ 173.36	8 \$ 788.00	\$ -	\$ -	\$ -	\$ -	\$ 1,225.34			
	GMP Estimate/Print Costs/Misc	2 \$ 315.20	2 \$ 315.20	12 \$ 1,276.56	40 \$ 4,097.60	8 \$ 693.44	\$ -	\$ -	4 \$ 173.36	\$ 1,800.00	\$ 250.00	\$ 8,921.36			
	Internal & Sub Coordination Meetings	12 \$ 1,891.20	\$ -	\$ -	12 \$ 1,229.28	\$ -	\$ -	\$ -	4 \$ 173.36	\$ 1,200.00	\$ 180.00	\$ 4,673.84			
	Attendance @ Owner Meetings (3 ea)	\$ -	\$ -	12 \$ 1,276.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,276.56			
	Total For GMP w/Permit Assist	19 \$ 2,994.40	4 \$ 630.40	63 \$ 6,701.94	66 \$ 6,761.04	20 \$ 1,733.60	40 \$ 3,940.00	24 \$ 2,269.44	18 \$ 780.12	\$ 9,200.00	\$ 540.00	\$ 35,550.94			
Preconstruction Sub-Totals		\$ 3,782.40	\$ 1,576.00	\$ 10,531.62	\$ 14,956.24	\$ 3,120.48	\$ 5,319.00	\$ 2,647.68	\$ 1,560.24	\$ 14,950.00	\$ 1,355.00				
GRAND TOTAL												\$ 59,798.66			

*All reimbursable costs including travel, printing, etc. are included in Grand Total.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Canyon District Park
NAME OF PRIME RESPONDENT/BIDDER: Kaufman Lynn Construction
CONTACT PERSON: Ed Hernandez
SOLICITATION OPENING/SUBMITTAL DATE: 05/01/2019

SOLICITATION/PROJECT/BID No.: 17204
ADDRESS: 3185 Congress Avenue Delray Beach FL 33445
PHONE NO.: O (561) 886-4550 E-MAIL: ehernandez@kaufmanlynn.com
DEPARTMENT: Operations

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.

		(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	Kaufman Lynn Construction 3185 S. Congress Avenue Delray Beach, FL 33445 561-361-6700	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
2	MCO Construction 1450 North Magnolia Dr West Palm Beach, FL 33401 305-693-4344	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	25% \$ 14,950.00		25% \$ 14,950.00		
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 Bid Price \$ 59,798.00

Total SBE - M/WBE Participation 25% \$ 14,950.00

I hereby certify that the above information is accurate to the best of my knowledge: GLH Signature SR. VICE PRESIDENT 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.

SBE
O&B 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: 17204

SOLICITATION/PROJECT NAME: Canyon District Park

Name of Prime: Kaufman Lynn Construction

(Check box(s) that apply)

☒ SBE ☒ WBE ☒ MBE ☐ M/WBE ☐ Non-S/M/WBE

Date of Palm Beach County Certification (if applicable): 4/16/21

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

Column 1

Column 2

☐ Male ☒ Female

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
I.	80% Construction document review				3.2%
II.	SBE Outreach and Advertising and 95% document review				6.3%
III.	GMP, schedule, scope review				15.5%

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: 25%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Kaufman Lynn Construction

Print Name of Prime

By:

Authorized Signature

Garret L. Southern

Print Name

Sr. Vice President

Title

Date: 5/1/19

MCO Construction & Services Inc

Print Name of Subcontractor/subconsultant

By:

Authorized Signature

Ann McNeill

Print Name

President

Title

Date: 5/1/19

Revised 02/28/2019

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Michael Kaufman, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual **or**

☒ the CEO of Kaufman Lynn Construction, Inc.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 3185 S. Congress Ave, Delray Beach, FL 33445

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Michael Kaufman, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 12 day of April, 2019, by Michael Kaufman, ☒ who is personally known to me or ☐ who has produced _____ as identification and who did take an oath.



CAROLYN M NOWORYTA
MY COMMISSION # GG 095496
EXPIRES: July 28, 2021
Bonded Thru Budget Notary Services

Notary Public

Carolyn M. Noworyta
(Print Notary Name)

State of Florida at Large

My Commission Expires: 7/28/2021

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name _____

Address

Michael I. Kaufman

3185 S Congress Ave., Delray Beach, FL 33445