

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 7, 2020

Consent

Regular

Workshop

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:


- A) Termination Agreement to terminate for convenience Guaranteed Maximum Price (GMP) Amendment No. 1 (R2020-0249) (GMP #1) to the Construction Manager (CM) (2020-0249.1) contract with Kast Construction Company LLC (Kast), in the amount of \$10,830,487 for the Palm Beach Sheriff Office (PBSO) Headquarters (HQ) Exterior Hardening project, and make a payment to Kast in the amount of \$126,594.65 for cost incurred to date; and
- B) Amendment No. 2 to the CM contract with Kast Construction Company LLC establishing a guaranteed maximum price for the Palm Beach Sheriff Office (PBSO) Headquarters (HQ) Communication and Low Voltage project in the amount of \$585,772.55 to be completed in 90 calendar days.


Summary: On April 7, 2020, via Agenda Item 5D-2, the Board of County Commissioners (BCC) authorized the termination for convenience of Amendment No. 1 to the Contract, since termination best served the interests, health, safety and welfare of the County and its citizens due to the need to have the PBSO HQ site for the County's response center to the COVID19 emergency. When authorizing the termination of Amendment No. 1, the BCC also approved a payment to Construction Manager in an amount not to exceed \$127,000 for Construction Manager's costs incurred to date under Amendment No. 1. The County shall pay Construction Manager \$126,594.65 for costs incurred from March 11, 2020 to March 28 2020 under Amendment No. 1. Additionally, the Board authorized the County Administrator or designee, which in this case was the Director of Facilities Development and Operations, to execute Amendment No. 2 in an amount not to exceed of \$610,000. Amendment No. 2 authorized communication and low voltage work at the PBSO HQ to operate and manage the low voltage and security systems in the Forensic Science and Technology Building, (formerly known as, Evidence Building) which is scheduled to be completed in several months. The attached Termination Agreement and Amendment No. 2 were fully executed on behalf of the BCC by the Director of the Facilities Development and Operations Department. In accordance with the County Policy and Procedures Manual (PPM) CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating Department as a receive and file agenda item. Amendment No. 2 was approved as an emergency project and as such is exempt from the Equal Business Opportunity Ordinance. **The funding source is from the Infrastructure Sales Tax (IST) Fund. (Capital Improvements Division) District 2 (LDC)**

Background and Justification: On March 10, 2020, the County and the Construction Manager entered into Amendment No. 1 to the CM contract in the amount of \$10,830,487 establishing a Guaranteed Maximum Price (GMP) for the exterior hardening phase of the Project. On April 7, 2020, the Board of County Commissioners (BCC) authorized the termination for convenience of Amendment No. 1 to the Contract, since termination best served the interests, health, safety and welfare of the County and its citizens due to the need to have the PBSO HQ site for the County's response to the COVID19 emergency. The HQ site is highly utilized on a routine basis and houses a number of functions, which operate 365/24/7 and cannot be easily relocated. The evolving nature of COVID19 created a need to have the HQ site available to fulfill known and unknown needs associated with the County's response to the crises. Amendment No. 2 authorized certain communication and low voltage work required to ensure that the new Forensic Science and Technology Building can be operable.

Attachment:

- 1. Termination Agreement
- 2. GMP Amendment No. 2

Recommended by:  Department Director Army Wolf Date 6/5/2020

Approved by:  County Administrator Date 6/17/2020

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$749,911	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$749,911</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

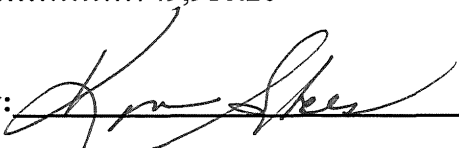
Is Item Included in Current Budget: Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 3950 Dept 411 Unit B545 Object 4907

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

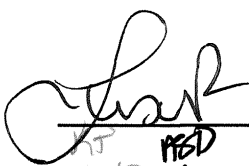
GMP # 1 - \$10,830,487 funded by IST funding (Headquarters R&R) is canceled. The funding source for the termination in the amount of \$126,594.65 and Amendment No. 2 \$623,315.55 is the IST Fund (Headquarters R&R).

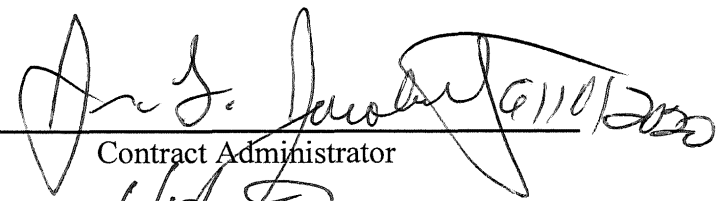
GMP # 2 Construction.....	\$585,772.55
Staff	\$14,112.00
Contingency.....	<u>\$23,431.00</u>
Total (GMP # 2).....	\$623,315.55
Termination Agreement	<u>\$126,594.65</u>
Total.....	749,910.20

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS:

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

 6/9/2020
 OFMB LM 6/9

 6/10/2020
 Contract Administrator

B. Legal Sufficiency:

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

TERMINATION AGREEMENT FOR GMP AMENDMENT #1
TO THE CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
PBSO HEADQUARTERS (HQ) RENOVATION PROJECT
PROJECT NO. 11206

This Termination Agreement (Agreement) is made as of June 1, 2020, by and between **PALM BEACH COUNTY**, (County or Owner), and **KAST CONSTRUCTION COMPANY LLC** (Construction Manager).

RECITALS

A. On November 15, 2016, the County and the Construction Manager entered into a contract for construction management at risk services (the Contract) for the PBSO HQ Renovation Project No. 11206 (the Project), which Contract is still in full force and effect as supplemented and amended.

B. On March 10, 2020, the County and the Construction Manager entered into Amendment No. 1 to the Contract in the amount of \$10,830,487 establishing a Guaranteed Maximum Price (GMP) for the exterior hardening phase of the Project (Amendment No. 1).

C. On April 7, 2020, the Board of County Commissioners of County (BCC) authorized the termination for convenience of Amendment No. 1 to the Contract, since termination best served the interests, health, safety and welfare of the County and its citizens because the PBSO HQ site was needed for the County's response to the COVID19 emergency.

D. When authorizing the termination of Amendment No. 1, the BCC also approved a payment to Construction Manager in an amount not to exceed \$127,000 for Construction Manager's costs incurred to date under Amendment No. 1.

E. The Parties now mutually agree to terminate for convenience Amendment No. 1 and terminate all remaining services under Amendment No. 1 and release all obligations, claims, and demands whatsoever, arising either at law or in equity, whether liquidated or otherwise, either now existing or which may ever hereafter arise or be ascertained, which either of the Parties ever had, now have, or may ever have in the future against the other arising out of, under, or by virtue of Amendment No. 1 to the Contract, it being the intention of the Parties to effect a complete release of all claims each may possess against the other, pursuant to the following terms:

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. RECITALS.** The above recitals are incorporated herein by reference.
- 2. PAYMENTS.** County shall pay Construction Manager \$126,594.65 for costs incurred to date under Amendment No. 1. Upon this payment, no further payments or services are owed by either Party under Amendment No. 1.
- 3. TERMINATION OF AMENDMENT NO. 1.** The Parties agree that Amendment No. 1

shall be considered terminated and of no further force or effect as of the date listed above, with neither party having any further obligation to the other under Amendment No. 1.

4. **MUTUAL RELEASE OF CLAIMS.** Except for such actions as may be necessary to enforce the terms of this Agreement, each of the Parties FOREVER, COMPLETELY, PERMANENTLY AND UNCONDITIONALLY RELEASES AND DISCHARGES the other party and its affiliates, subsidiaries, agents, officers, directors, heirs, executors, administrators, employees, successors, assigns, and all other persons, associations and/or corporations, whether herein named or referred to or not, from all federal and state causes of action, suits, debts, dues, sums of money, accounts bills, covenants, claims, actions, lawsuits, contracts, obligations, liabilities, costs, expenses, damages, demands, and claims of every kind whatsoever, in law and equity arising out of Amendment No. 1 to the Contract.

5. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, officers, directors, employees, parent corporations, corporate subsidiaries, corporate affiliates, subcontractors, insurers, and assigns. Notwithstanding the foregoing releases, upon execution of this Agreement each of the Parties shall have the right to enforce the terms of this Agreement at law or in equity.

6. **APPLICABLE LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida.

7. **SEVERABILITY.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining terms and provisions shall remain unaffected thereby.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the Parties with respect to the subject matter of this Agreement.

9. **EXECUTION.** When and if executed by both Parties, this Agreement shall become a fully enforceable and binding contract.

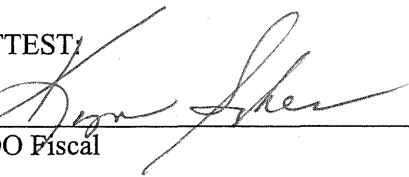
10. **NO THIRD PARTY BENEFICIARY.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County or Construction Manager.

11. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL.** Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

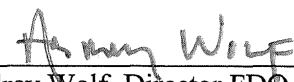
THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURES FOLLOW

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

ATTEST:


FDO Fiscal

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

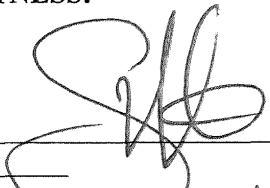
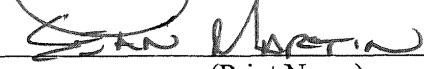
Signed: 
Name: Audrey Wolf, Director FDO

Date:

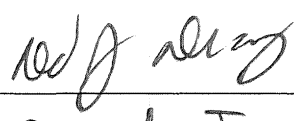
APPROVED AS TO LEGAL
SUFFICIENCY

BY: 
Assistant County Attorney

WITNESS:

By: 

(Print Name)

KAST Construction Company LLC

By: 
David J. DeMay
(Print Name)
Sr. VP
(Print Title)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/28/2020 REQUESTED BY: Jim Daley PHONE: 233-4408

PROJECT TITLE: PBSO HQ Renovation Project (Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#:R2020-0249 DATE: 03/10/2016

REQUESTED AMOUNT: \$126,594.65 eFDO #: 2013-071334

GMP AMENDMENT NUMBER: GMP Amendment # 1

LOCATION: 3228 Gun Club Road West Palm Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO HQ Renovation Project

PROJECT/A.W.O. NUMBER: 11206

CONSULTANT/CONTRACTOR: Kast Construction Company, LLC (CM- Project Specific)

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

The costs incurred to date as a result of terminating Amendment No. 1.

Table with 2 columns: Category (CONSTRUCTION, STAFF COST*, CONTINGENCY, TOTAL) and Amount (\$126,594.65, \$, \$, \$126,594.65)

* 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: 3950 DEPT: 411 UNIT: B545 OBJ: 4907

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

- Ad Valorem, Infrastructure Sales Tax (checked, \$37,702,000.00), State, Federal, Grant, Impact Fees, Other

Department: _____

BAS APPROVED BY: [Signature]

DATE: 6/2/2020

ENCUMBRANCE NUMBER: _____

YOUR VISION
OUR MISSION | **KAST**
CONSTRUCTION

February 6, 2020

Palm Beach County Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

RE: PBSO Headquarters Renovations Project No. 11206

To whom it may concern,

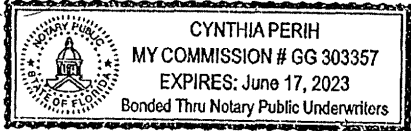
Please let this letter serve as authorization for David J. DeMay, Sr. VP and Sean Martin, Project Executive, to sign Change Order and other documentation related to the project on behalf of KAST Construction Company LLC.

Should you have any further questions, please feel free to contact me.

Sincerely



Roger Whitman
Sr. Vice President
KAST Construction Company





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Limited Liability Company
KAST CONSTRUCTION COMPANY LLC

Filing Information

Document Number M05000002601
FEI/EIN Number 98-0456507
Date Filed 05/16/2005
State DE
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 09/08/2005
Event Effective Date NONE

Principal Address

701 NORTHPOINT PARKWAY
SUITE 400
WEST PALM BEACH, FL 33407

Changed: 01/13/2014

Mailing Address

701 NORTHPOINT PARKWAY
SUITE 400
WEST PALM BEACH, FL 33407

Changed: 01/13/2014

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 08/01/2007

Address Changed: 08/01/2007

Authorized Person(s) Detail

Name & Address

Title Manager

Whitman, Roger M

701 NORTHPOINT PARKWAY
SUITE 400
WEST PALM BEACH, FL 33407

Title Manager

Neal, Michael
701 NORTHPOINT PARKWAY
SUITE 400
WEST PALM BEACH, FL 33407

Annual Reports

Report Year	Filed Date
2018	01/15/2018
2019	02/25/2019
2020	01/23/2020

Document Images

<u>01/23/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/25/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/15/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/10/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/05/2016 -- AMENDED ANNUAL REPORT</u>	View image in PDF format
<u>01/28/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/28/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/24/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/06/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/19/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/16/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/23/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/18/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/01/2007 -- Reg. Agent Change</u>	View image in PDF format
<u>04/24/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>08/02/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/08/2005 -- Name Change</u>	View image in PDF format
<u>05/16/2005 -- Foreign Limited</u>	View image in PDF format

AMENDMENT #2
KAST CONSTRUCTION COMPANY, LLC
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
PALM BEACH SHERIFF OFFICE (PBSO) HEADQUARTERS (HQ)
COMMUNICATION AND LOW VOLTAGE PROJECT
PROJECT NO.: 11206

This Amendment is made as of May 12, 2020 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Kast Construction Company, LLC, hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated November 15, 2016 (R2020-0249.1) (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Amendment.

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

WHEREAS, the Palm Beach Board of County Commissioners (Board) approved communication and low voltage Project proceeding on an emergency basis and authorized the Director Facilities Development and Operations to execute this Amendment;

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

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

2. Construction Manager's Representations. The Construction Manager represents that:

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

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

3. Guaranteed Maximum Price. Pursuant to Section 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$585,772.55** for the construction phase of this communication and low voltage Project. The GMP is based on the following: **Attachment B.**

4. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within **90** calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$120/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. EBO Program Exempt. The Board on April 7, 2020, approved the communication and low voltage project proceeding on an emergency basis. As an emergency, this Amendment is exempt from the County's EBO Program. Though exempt, Construction Manager will have 0% SBE participation on the Project.

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

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

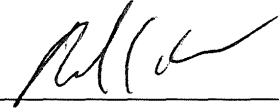
8. Except as specifically modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

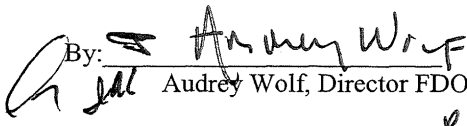
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY.

APPROVED AS TO
LEGAL SUFFICIENCY

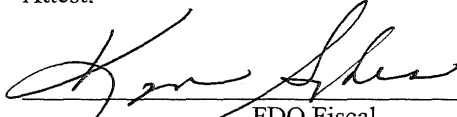
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS, BY DIRECTOR,
FACILITIES DEVELOPMENT & OPERATIONS
DEPARTMENT

By: 
Assistant County Attorney
Fori D. Coltrane

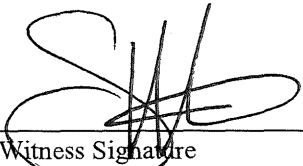
By: 
Audrey Wolf, Director FDO

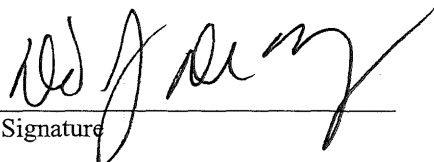
R2020 - 0249.1

Attest:


FDO Fiscal

Construction Manager: Kast Construction Company, LLC


Witness Signature
Sean Martin
Print Witness Name

By: 
Signature
Name: David J DeMay
(SEAL)
Title: Sr. Vice President

ACCESS CONTROL: PULL FIBER OPTIC LINES,(SUPPLIED BY OTHERS) FROM PULL BOXES, (2) IN NEW CONDUIT TO MDF'S. RUN CONDUITS FROM MDF'S TO COMPUTER ROOM. TERMINATE AND CONNECT TO LENEL SYSTEM. INTEGRATE SIEMANS SYSTEM INFORMATION INTO NEW LENEL SYSTEM, (LENEL SYSTEM BY OTHERS).						
ITEM		UNIT	QTY.	UNIT \$	UNIT \$	TOTAL
DIV- 27- A. Pulling fiber, terminating and testing. Conduit by Bradford Electric		L/S	1	19500		\$ 19,500.00
Bradford Electric, Conduit, Pull Boxes, Manhole coring, pull strings	6 to 8 weeks	L/S	1	252000		\$ 252,000.00
DIV-28 - ITEMS 1,2,3,4,5,6,7, (Div 28 - 5 is classroom instructor brought in) included 12 students		L/S	1	196500		\$ 196,500.00
DIV-28 - ITEM 8 migration up 1000 persons on electronic file	3 to 4 weeks	L/S	1	32000		\$ 32,000.00
TEMPORARY PROTECTION AND CLEAN UP MISC/MATERIALS	L/S	L/S	1	1000		\$ 1,000.00
CLEAN-UP	4 weeks	WEEKS	4	1200		\$ 4,800.00
CARPENTER	2 weeks	WEEKS	2	1650		\$ 3,300.00
SUPERVISION/PROJECT MANAGER SHARED DUTIES	8 weeks	WEEKS	8	3900		\$ 31,200.00
LABOR BURDEN SUPER/PM	8 weeks	WEEKS	8	900		\$ 7,200.00
LABOR BURDEN CARPENTER	2 weeks	WEEKS	2	412.5		\$ 825.00
TRAVEL	1.5 months	MONTH	1.5	900		\$ 1,350.00
CELL PHONE	1 month	MONTH	1	100		\$ 100.00
IT	1 month	MONTH	1	350		\$ 350.00
SUB TOTAL HARD COSTS						\$ 550,125.00
Contractor's Insurance		%	1.20%	\$ -		\$ 6,602
Builders Risk Insurance		%	0.5%			\$ 2,751
Builders Contingency		%	5.0%			\$ 27,506
SUB TOTAL COSTS WITH INSURANCES						\$ 559,477.13
PP BOND		%	0.01			\$ 559.48
Contractor Overhead and Profit (Divisions 1, 27 and 28)		%	4.50%			\$ 25,735.95
TOTAL						\$ 585,772.55



NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

April 28, 2020

Kast Construction Company, LLC
701 Northpoint Parkway
Suite 400
West Palm Beach, FL 33407

RE: Palm Beach County, as Obligee
PBSO HQ Communication and Low Voltage, as Project
Bond #107244841

Dear Ladies and Gentlemen:

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

Executed Contract with Date: X _____

This letter is also giving **Palm Beach County**, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

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

Thank you for your cooperation.

Sincerely,

Kevin Wojtowicz
Attorney-in-Fact
KRW/jms

ST. PETERSBURG

1000 Central Avenue, Suite 200, St. Petersburg, FL 33705
P: 727.209.1803 F: 727.209.1335

ASHEVILLE

66 Elizabeth Place, Asheville, NC 28801
P: 828.505.7431

www.nielsonbonds.com

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

PUBLIC CONSTRUCTION BOND

BOND NUMBER 107244841

BOND AMOUNT \$585,772.55

CONTRACT AMOUNT \$585,772.55

CONTRACTOR'S NAME: Kast Construction Company, LLC

CONTRACTOR'S ADDRESS: 701 Northpoint Parkway, Suite 400, West Palm Beach FL 33407

CONTRACTOR'S PHONE: 561-689-2910

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY'S ADDRESS: One Tower Square

Hartford, CT 06183

SURETY'S PHONE: 860-277-0111

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: PBSO HQ Communication and Low Voltage project

PROJECT NUMBER: _11206_____

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

DESCRIPTION OF WORK: Amendment No. 2 for the communication and low voltage work for the
Palm Beach Sheriff's Office (PBSO) Headquarter (HQ) access control.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 3228 Gun Club Road West Palm Beach

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

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

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

Dollars (\$ 585,772.55)

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: PBSO HQ Communication and Low Voltage Project
Project No.: 11206
Project Description:
Project Location: 3228 Gun Club Road

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Leo A. Daly Company
LOCATION OF FIRM: 1400 Centrepark Blvd Suite 500 West Palm Beach, FL 33401
PHONE: 561-688-2111

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of the PBSO HQ communication and low voltage access control, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

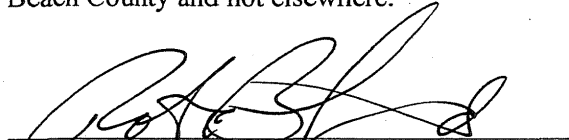
Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

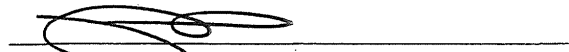
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness



Witness Jennifer Stephens

Kast Construction Company, LLC

Principal  (Seal)

Name and Title Roger Whitman CFO

Travelers Casualty and Surety Company of America

Surety  (Seal)

Name and Title Kevin Wojtowicz, Attorney-in-Fact

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

FORM OF GUARANTEE

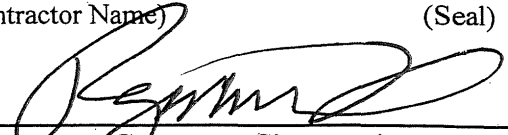
GUARANTEE FOR Contractor Name: Kast Construction Company, LLC and Surety Name: Travelers Casualty and Surety Company of America

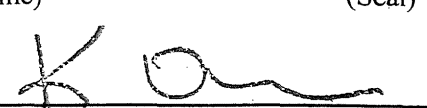
We the undersigned hereby guarantee that the (PBSO HQ Communication and Low Voltage project, 11206) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Kast Construction Company, LLC
(Contractor Name) (Seal)
By: 
(Contractor Signature)
Robert Whitman CFO
(Print Name and Title)

Travelers Casualty and Surety Company of America
(Surety Name) (Seal)
By: 
(Surety Signature)

Kevin Wojtowicz, Attorney-in-Fact
(Print Name and Title)



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

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kevin Wojtowicz of St. Petersburg, Florida**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut

City of Hartford ss.

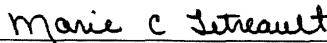
By: 
Robert L. Raney, Senior Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2021**




Marie C. Tetreault, Notary Public

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

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

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

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

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

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

Dated this _____ day of _____




Kevin E. Hughes, Assistant Secretary

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



KASTCON-01

MASSEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2020

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

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

PRODUCER License # 0E67768 Insurance Office of America 2633 Centennial Blvd. Suite 206 Tallahassee, FL 32308	CONTACT NAME: Chris Massey PHONE (A/C, No, Ext): (850) 309-8167 FAX (A/C, No): (850) 877-8674 E-MAIL ADDRESS: Chris.Massey@ioausa.com
INSURED Kast Construction Company LLC Attn: Roger Whitman 701 Northpoint Parkway, Suite 400 West Palm Beach, FL 33407	INSURER(S) AFFORDING COVERAGE INSURER A: American Zurich Insurance Company NAIC # 40142 INSURER B: American Guarantee & Liability Insurance Company 26247 INSURER C: Houston Casualty Company 42374 INSURER D: INSURER E: INSURER F:

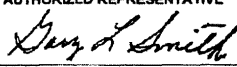
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL. SUBR. INSD. 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		GLO2541154-00	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 OTHER: \$
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BAP2541155-00	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		AUC3150046-00	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED \$ RETENTION \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC4195000-00	10/1/2019	10/1/2020	<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
C	<input checked="" type="checkbox"/> Excess 2nd layer		Q7792587	4/1/2020	4/1/2021	Occurrence 15,000,000
C	<input checked="" type="checkbox"/> Excess 2nd layer		Q7792587	4/1/2020	4/1/2021	Aggregate 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GENERAL LIABILITY:
 Blanket Additional Insured for Owners, Lessors or Contractors coverage for both ongoing and completed operations, as required by written and executed contract / Form: U-GL-1175-F CW (04/13)
 Blanket Additional Insured for Lessor of Leased Equipment - Automatic Status When Required in Lease Agreement with You / Form: U-GL-1175-F CW (04/13)
 Blanket Additional Insured for State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations, as required by written and executed contract / Form: U-GL-1175-F CW (04/13)
 Blanket Additional Insured - Mortgagee, Assignee or Receiver, as required by written and executed contract / Form: CG2018
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Palm Beach County Capital Improvements Division 2633 Vista Parkway ATTN: Mr. Fernando DelDago, Director West Palm Beach, FL 33411	CANCELLATION 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 
--	--

ACORD 25 (2016/03)

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OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBSO HQ RENOVATIONS
 NAME OF PRIME RESPONDENT/BIDDER: KAST CONSTRUCTION COMPANY INC.
 CONTACT PERSON: ROBERT BINFORD
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 11206
 ADDRESS: 701 NORTHPOINT PKWY., SUIT 400, WEST PALM BEACH, FL 33407
 PHONE NO.: 561-689-2910 E-MAIL: RBINFORD@KASTBUILD.COM
 DEPARTMENT: _____

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

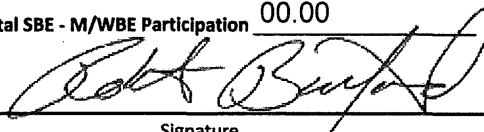
Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. BRADFORD ELECTRIC, INC 1251 JUPITER PARK DRIVE, SUITE 7 JUPITER, FL 33458 561-747-0656	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	252,000.00	_____
2. PREFERRED CABLING SYSTEMS, LLC 4095 Southern Blvd., Suite 208 West Palm Beach, FL 33406 407-468-2491	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	248,000.00	_____
3. KAST CONSTRUCTION 701 NORTHPOINT PKWY., SUIT 400 WEST PALM BEACH, FL 33407	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	85,772.55	_____
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 _____

Total Bid Price \$ 585,772.55 Total SBE - M/WBE Participation 00.00

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


 Signature

PROJECT MANAGER

 Title

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

OEBO 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: 11206

SOLICITATION/PROJECT NAME: PBSO HQ RENOVATIONS

Name of Prime: KAST CONSTRUCTION COMPANY INC.

(Check box(s) that apply)

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

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

Column 1

Column 2

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

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

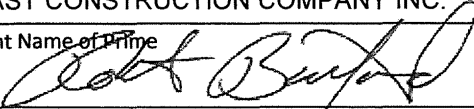
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	ACCESS CONTROL / CABLING	252,000	1		252,000

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: 252,000.00

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

KAST CONSTRUCTION COMPANY INC.
 Print Name of Prime
 By: 
 Authorized Signature
ROBERT BINFORD
 Print Name
PROJECT MANAGER
 Title
 Date: 04/15/2020

BRADFORD ELECTRIC, INC.
 Print Name of Subcontractor/subconsultant
 By: DALE A GODWIN
 Authorized Signature
DALE A GODWIN JR
 Print Name
BUSINESS DEVELOPMENT
 Title
 Date: 04/15/2020

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 11206

SOLICITATION/PROJECT NAME: PBSO HQ RENOVATIONS

Name of Prime: KAST CONSTRUCTION COMPANY INC.

(Check box(s) that apply)

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

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

Column 1

Column 2

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

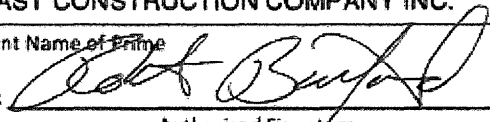
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or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


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	ACCESS CONTROL/LENEL - Phase 1	248,000	1		248,000

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: 248,000

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

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

KAST CONSTRUCTION COMPANY INC.
 Print Name of Prime
 By: 
 Authorized Signature
ROBERT BINFORD
 Print Name
PROJECT MANAGER
 Title
 Date: 04/15/2020

PREFERRED CABLING SYSTEMS LLC.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
MIKE HARRISON
 Print Name
CEO
 Title
 Date: 4/15/2020

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/31/2020 REQUESTED BY: Jim Daley PHONE: 233-4408

PROJECT TITLE: PBSO HQ Communication & Low Voltage
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#: R2020-0249.1
DATE: 11/15/2016

REQUESTED AMOUNT: \$617,703.55
eFDO #: 2013-071334

GMP AMENDMENT NUMBER: GMP Amendment # 2

LOCATION: 3228 Gun Club Road West Palm Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO Communication & Low Voltage

PROJECT/W.O. NUMBER: 11206

CONSULTANT/CONTRACTOR: Kast Construction Company, LLC (CM- Project Specific)

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

GMP Amendment for the PBSO Headquarters Renovation project access controls.

CONSTRUCTION	\$585,772.55
STAFF COST*	\$14,112
CONTINGENCY	<u>\$23,431.00</u>
TOTAL	\$623,315.55

* 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: 3950 DEPT: 411 UNIT: B545 OBJ: 4907

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

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

Department: _____

BAS APPROVED BY: [Signature]

DATE 4/21/2020

ENCUMBRANCE NUMBER: KPO 051220-538



Agenda Item #: **34-9**
MB/MM 7-0
R-2020-0249

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **March 10, 2020** Consent Regular *and*
 Ordinance Public Hearing
Department: **Facilities Development & Operations** **R-2020-0249.1**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **Authorize** the Clerk and Comptroller to assign a unique resolution number to the construction management (CM) contract with Kast Construction Company LLC (Kast) dated 11/15/16 recognizing the contract as "Board Approved" for implementation of all future authorizations as the total contract value will exceed \$200,000; and
- B) **Approve:** Amendment No. 1 to the CM contract with Kast in the amount of \$10,830,487 for the Palm Beach Sheriff Office (PBSO) Headquarters (HQ) Exterior Hardening project establishing a Guaranteed Maximum Price (GMP) for Construction Management Services for a period of 276 days from notice to proceed.

Summary: In 2014, Wantman Group, Inc. completed a structural assessment of the PBSO HQ Building. The assessment determined that the existing exterior walls, which were constructed of an exterior insulation finish system, did not provide adequate protection against hurricane force winds and needed to be hurricane hardened. The assessment additionally noted that the existing hurricane shutters should be removed and the existing doors and windows should be replaced with new windows and doors meeting hurricane code requirements. Amendment No. 1 represents the first phase of construction for the PBSO HQ Renovation project involving exterior hardening. Amendment No. 1 consists of hardening of the existing exterior wall and window systems including new wall cladding to be installed for hurricane protection, adding new reinforced concrete exterior walls and replacement of the existing roofing system, which is at its end of life. Under the Facilities Development & Operations (FDO) Director's authority to execute contracts, which do not exceed \$200,000, on November 15, 2016, the FDO Director approved the CM contract with Kast for construction management services for the PBSO Headquarters Renovation multiphase project. Since that time, two task orders for pre-construction services have been authorized in the total amount of \$165,432. This contract was awarded pursuant to the Small Business Enterprise (SBE) ordinance but this GMP, having been initiated after January 1, 2019, is subject to the requirements of the Equal Business Opportunity (EBO) ordinance. The Construction Manager is not an SBE, but has partnered with All-Site Construction Inc., an SBE CM. On, May 1, 2019, prior to subcontractor advertisement and bidding, the Goal Setting Committee applied an Affirmative Procurement Initiative (API) to the construction subcontracts of 25% SBE participation, of which 10% must be a Minority Business Enterprise (MBE) African American or Hispanic. On December 6, 2019, the Office of Equal Business Opportunity authorized a partial waiver based on the CM's good faith efforts adjusting the requirement of 10% MBE participation (African American or Hispanic) to reflect a reduced MBE subcontracting goal of 5.6% African American or Hispanic. SBE participation on this Amendment is 42.75% of which 5.6% is MBE participation African American or Hispanic. To date the Construction Manager has achieved 42.37% SBE subcontracting participation overall. The Construction Manager is a Palm Beach County business. **The funding source for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) Countywide/District 2 (LDC)**

Background & Justification: (Continued on page 3)

Attachments:

- 1. Location Map
- 2. GMP Amendment No. 1
- 3. Budget Availability Statement
- 4. Kast CM Contract dated 11/15/16
- 5. CM Contract for PBSO HQ Renovations- Contract History

RECEIVED
CAPITAL IMPROVEMENTS DIV.
APR 2 2020
FILE#:
CC:

Recommended By: *[Signature]* *4/18/2020*
Department Director Date

Approved By: *[Signature]* *4/29/2020*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$11,071,975	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$11,071,975	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative)

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

Budget Account No: Fund 3950 Dept 411 Unit B545 Object 4907

Construction: \$10,830,487
 Staff Cost: \$241,488
 Total: \$ 11,071,975

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

The funding source for this work is from Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 2/13/2020
 OFMB *[Signature]*

[Signature] 2/24/2020
 Contract Development and Control
 2/24/2020 *[Signature]*

B. Legal Sufficiency:
[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background & Justification:

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 the general contractor bidding the subcontracts for construction. The PBSO Headquarters Renovation project consists of the exterior and interior renovation of the 200,000 square foot PBSO HQ building on Gun Club Road which will be accomplished in several phases through GMP Amendments for each phase. GMP Amendment # 1 represents the first phase of construction involving exterior hardening.

In 2016, when the PBSO HQ Renewal/Replacement/Renovation (R/R/R) project was originally estimated for inclusion in the Infrastructure Sales Tax project plan, it had an estimated construction cost of \$32M and total project cost of \$38.28M. Due to: 1) scope and project approach changes, 2) delayed construction start and associated price escalation, and 3) project management and temporary relocation costs not originally included; additional funding will be required in the future to complete the project.

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 3/31/2020 REQUESTED BY: Jim Daley PHONE: 233-4408

PROJECT TITLE: PBSO HQ Communication & Low Voltage
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A

BCC RESOLUTION#: R2020-0249.1
DATE: 11/15/2016

REQUESTED AMOUNT: \$617,703.55
eFDO #: 2013-071334

GMP AMENDMENT NUMBER: GMP Amendment # 2

LOCATION: 3228 Gun Club Road West Palm Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION: PBSO Communication & Low Voltage

PROJECT/W.O. NUMBER: 11206

CONSULTANT/CONTRACTOR: Kast Construction Company, LLC (CM- Project Specific)

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

GMP Amendment for the PBSO Headquarters Renovation project access controls.

CONSTRUCTION	\$585,772.55
STAFF COST*	\$14,112
CONTINGENCY	<u>\$23,431.00</u>
TOTAL	\$623,315.55

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

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

FUND:	DEPT:	UNIT:	OBJ:
<u>3950</u>	<u>411</u>	<u>B545</u>	<u>4907</u>

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

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

Department: _____

BAS APPROVED BY: [Signature]

DATE 4/21/2020

ENCUMBRANCE NUMBER: _____



Agenda Item #:

50-2
GW / HV 60
DK abs

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 7, 2020

Consent Regular
 Ordinance Public Hearing

Department: Facilities Development & Operations

APPROVED

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF APR 07 2020
[Signature] D.C.

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to authorize County Administration to terminate for convenience GMP #1 to the Construction Management (CM) contract with Kast Construction Company LLC (Kast), in the amount of \$10,830,487 for the Palm Beach Sheriff Office (PBSO) Headquarters (HQ) Exterior Hardening; and make payment to Kast in an amount not to exceed \$127,000 for costs incurred to date; and
in this case shall be the Director Facilities Development & Operations:

A) terminate for convenience Guaranteed Maximum Price Amendment No. 1 (GMP #1) to the Construction Management (CM) contract with Kast Construction Company LLC (Kast), in the amount of \$10,830,487 for the Palm Beach Sheriff Office (PBSO) Headquarters (HQ) Exterior Hardening; and make payment to Kast in an amount not to exceed \$127,000 for costs incurred to date; and

B) approve Guaranteed Maximum Price Amendment No. 2 (GMP #2) in an amount not to exceed \$610,000, for certain communications and low voltage work in HQ previously bid and included in GMP #1 that is required to operate and manage the low voltage and security systems in the Forensic Science and Technology Building (fka Evidence Building) which is scheduled for completion in several months.

Summary: On March 10, 2020, the BCC approved GMP #1 to the CM contract with Kast in the amount of \$10,830,487 (R-2020-0249) for the exterior hardening of the PBSO Headquarters which is the first phase of the PBSO HQ Project. GMP #1 also included specific communications infrastructure and interior low voltage work that was necessary to operate and manage the low voltage systems in the soon to be completed Forensic Science and Technology Building. Shortly after the notice to proceed was issued for GMP #1, it became apparent that the PBSO Headquarters site would be needed to meet our currently known and future needs associated with the County's response to the COVID19 emergency. At this time, Staff believes that termination of GMP #1 best serves the interests, health, safety, and welfare of the County and its citizens given the need to accommodate existing and potentially additional emergency operations at the Project site. Accordingly, Staff is requesting authority to terminate for convenience GMP #1 under General Condition 26 of the CM Contract and pay Kast an amount not to exceed \$127,000 for costs incurred to date as well as authorize GMP#2 using the applicable subcontractor bids from GMP#1 so that the new Forensic Science and Technology Building can be placed into operation. **The funding source for this project is the Infrastructure Sales Tax (IST) fund.** Both the Termination Agreement and GMP#2 will be submitted to the Board as a receive and file when executed. (Capital Improvements Division) District 2 (MWJ)

Background & Policy Issues: The HQ Site, which is also the site for the Main Detention Center, Gun Club Courtrooms, and Medical Examiner's Office. The HQ Site is highly utilized on a routine basis and houses a number of functions which operate 365/24/7 and are not easily relocated. The evolving nature of the COVID 19 virus crisis has renewed the County's need to have the HQ Site available to fulfill our known and unknown needs associated with the County's response to the crisis.

Attachments:

- 1. Location Map
- 2. Agenda Item for GMP Amendment No. 1
- 3. BAS

Recommended By: *[Signature]* 3/31/2020
Department Director Date
Approved By: *[Signature]* 4/5/2020
County Administrator Date

RECEIVED
CAPITAL IMPROVEMENTS DIV
APR 16 2020
FILE#: 11206 F.1
CC: _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$737,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$737,000 *	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative)

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

Budget Account No: Fund 3950 Dept 411 Unit B545 Object 4907 (PBSO HQ)

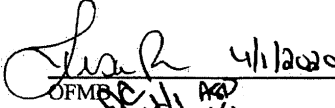
B. Recommended Sources of Funds/Summary of Fiscal Impact:

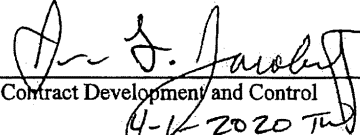
GMP #1 - \$10,830,48 funded by the Infrastructure Sales Tax (IST) Fund (Headquarters R&R) is canceled. The funding source for the termination NTE - \$127,0000 and GMP #2 \$610,000 is the Infrastructure Sales Tax (IST) Fund (Headquarters R&R).

C. Departmental Fiscal Review: 

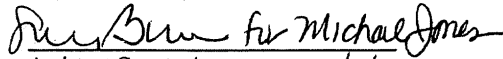
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 4/1/2020
OFMB 4/1/2020
4/1/2020

 4/1/2020
Contract Development and Control
4-1-2020 TWD

B. Legal Sufficiency:

 for Michael Jones
Assistant County Attorney 4/1/2020

C. Other Department Review:

Department Director

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

In addition, the County has planned a major renewal/replacement and renovation project to the HQ facility itself. The PBSO HQ project consists of the exterior and interior renovation of the 200,000 square foot HQ building with a total estimated construction cost for all phases of \$32,702,000. Construction was to be accomplished in several phases through GMP Amendments for each phase. GMP # 1 represented the first phase of construction involving exterior hardening. GMP #1 also included specific communication infrastructure and low voltage work within the HQ building necessary to operate and manage the low voltage systems within the Forensic Science and Technology Building which is anticipated to achieve substantial completion this summer.

Shortly after BCC approval of GMP #1 and the department's issuance of notice to proceed, it became apparent that the HQ Site will be integral in the County's response to the COVID19 emergency and that the added burden of the construction, its staging requirements, deliveries, and contractors on the site would compromise our flexibility to respond to the COVID 19 crisis. General Condition 26 of the CM contract with Kast allows the County to terminate for convenience all or any portion of the work under the CM contract. Due to the ongoing emergency, Staff believes it is in the best interests of the County to terminate GMP #1 at this time.

Staff is also recommending the authorization of GMP #2 to allow for the communications infrastructure and low voltage work to continue so that the completion of the Forensic Science and Technology Building is not delayed. The work contained in GMP #2 will not be re-procured but instead the CM will use the subcontractors that were awarded the work as part of GMP #1.

It is Staff's intent to have the design professional complete the design for the interior renewal/replacement and renovations (Phase 2) and have Kast re-perform procurement services on those trades related to the Exterior Hardening scope as a single project with the Interior Renovations. Completing this work as a single package will; 1) preserve the flexibility to fulfill emergency needs, and 2) reduce the overall duration of the Project once it commences. The reduction in the overall duration of the project could save greater than \$700,000 due to the elimination of duplicate project supervision and general conditions costs.