

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

Meeting Date: September 19, 2023

☒ **Consent**
☐ **Workshop**

☐ **Regular**
☐ **Public Hearing**

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Construction Manager (CM) at Risk Services contract (R2021-0750) with Kaufman Lynn Construction, Inc. (Construction Manager) establishing a Guaranteed Maximum Price (GMP) in the amount of \$1,417,763.41 for the Lake Lytal Aquatic Complex-Phase 1 Tree Relocation project for a period of 90 calendar days from notice to proceed.

Summary: On June 8, 2021, the Board of County Commissioners (Board) approved the CM at Risk Services contract (R2021-0750) with the Construction Manager for the Lake Lytal Aquatic Complex project. The Lake Lytal Aquatic Complex project includes the construction of a new aquatic complex which will be located on vacant county-owned land in the western portion of Lake Lytal Park. The new aquatic complex features being considered through the design process include: a main entrance/ticketing building, concession/party room building, 70-meter pool, 25-yard teaching pool, family play area, locker/restrooms building, an active water feature area, parking areas and all associated infrastructure to support the project requirements. Amendment No. 1 establishes a GMP in the amount of \$1,417,763.41 for the construction management services necessary for the Phase 1 Tree Relocation which is required to be completed prior to the site and building development phases of the project. The Phase 1 Tree Relocation includes, but is not limited to, the mobilization/relocation of one hundred sixty-nine (169) trees, removal of one hundred nineteen (119) trees and supplemental watering of the relocated trees for a period of twenty (20) to twenty-four (24) months. The Construction Manager will have 90 calendar days from notice to proceed to substantially complete this phase of the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$210 per day. The solicitation for the CM at Risk Services contract was advertised on April 8, 2018 according to the prior Small Business Enterprise (SBE) Ordinance in place at the time. This GMP is under the Equal Business Opportunity (EBO) Ordinance. On June 7, 2023, the Goal Setting Committee (GSC) established an Affirmative Procurement Initiative (API) of an SBE Price Preference where an SBE contractor will be given a price preference if its bid is within 10% of the lowest non-small business bid. SBE participation on the construction trade contracts for this GMP is 100%. In accordance with Attachment 3 of Policy and Procedure Memorandum (PPM) CW-O-043, the GSC utilizes the APIs applicable to the construction phase of the contract (i.e. the subcontracts). This SBE participation is based on the subcontracting trades associated with the GMP and does not include the CM's fees. SBE participation on the contract to date is 53.53%. The CM is not a certified SBE, but has partnered with M.C.O. Construction and Services, Inc., a Small/Minority/Woman-Owned Business Enterprise (S/M/WBE), for construction management services. The Construction Manager has an office located in Palm Beach County. **Funding for this project is from the Infrastructure Sales Tax Fund. (Capital Improvements Division) District 3 (MWJ)**

Background and 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. Amendment No. 1 authorizes the construction management services necessary for the Phase 1 Tree Relocation.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 1
4. CM at Risk Services History Sheet

Recommended by:		<u>9/11/23</u>	
	Department Director	Date	
Approved by:		<u>9/12/23</u>	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$1,417,764				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,417,764	-0-	-0-	-0-	-0-
# 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 3950 Dept 581 Unit T001 Object 4605

CONSTRUCTION	\$1,417,763.41
STAFF COSTS	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$1,417,763.41

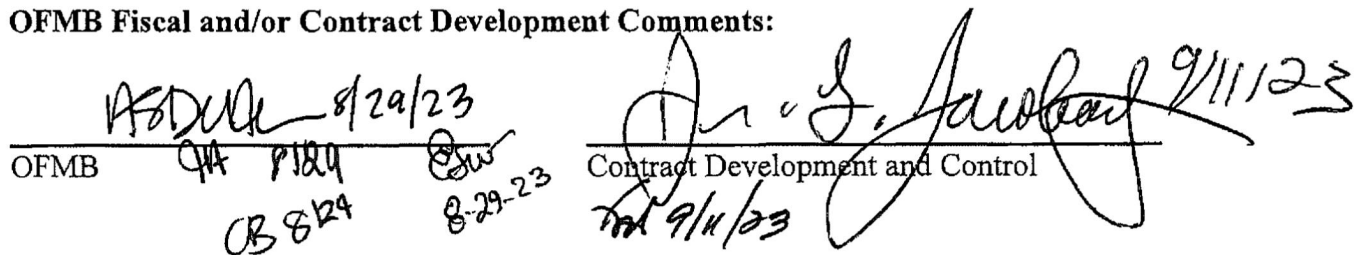
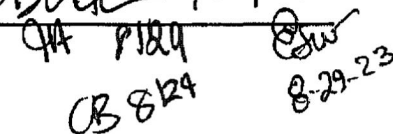
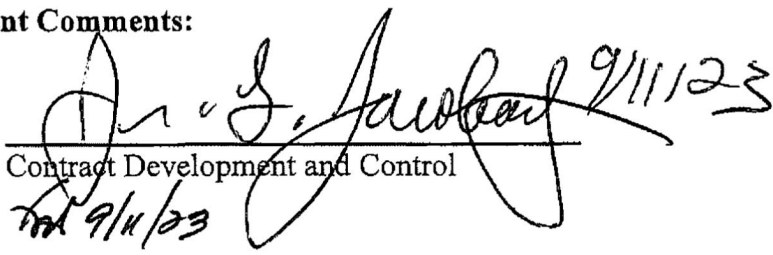
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this project is from the Infrastructure Sales Tax Fund.

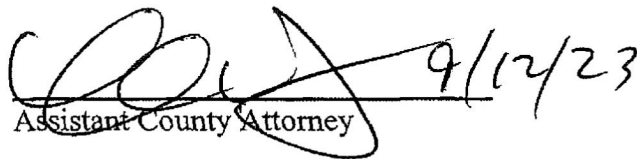
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB  8/29/23 Contract Development and Control  9/11/23
CB 8/29 8-29-23 9/11/23

B. Legal Sufficiency:


Assistant County Attorney 9/12/23

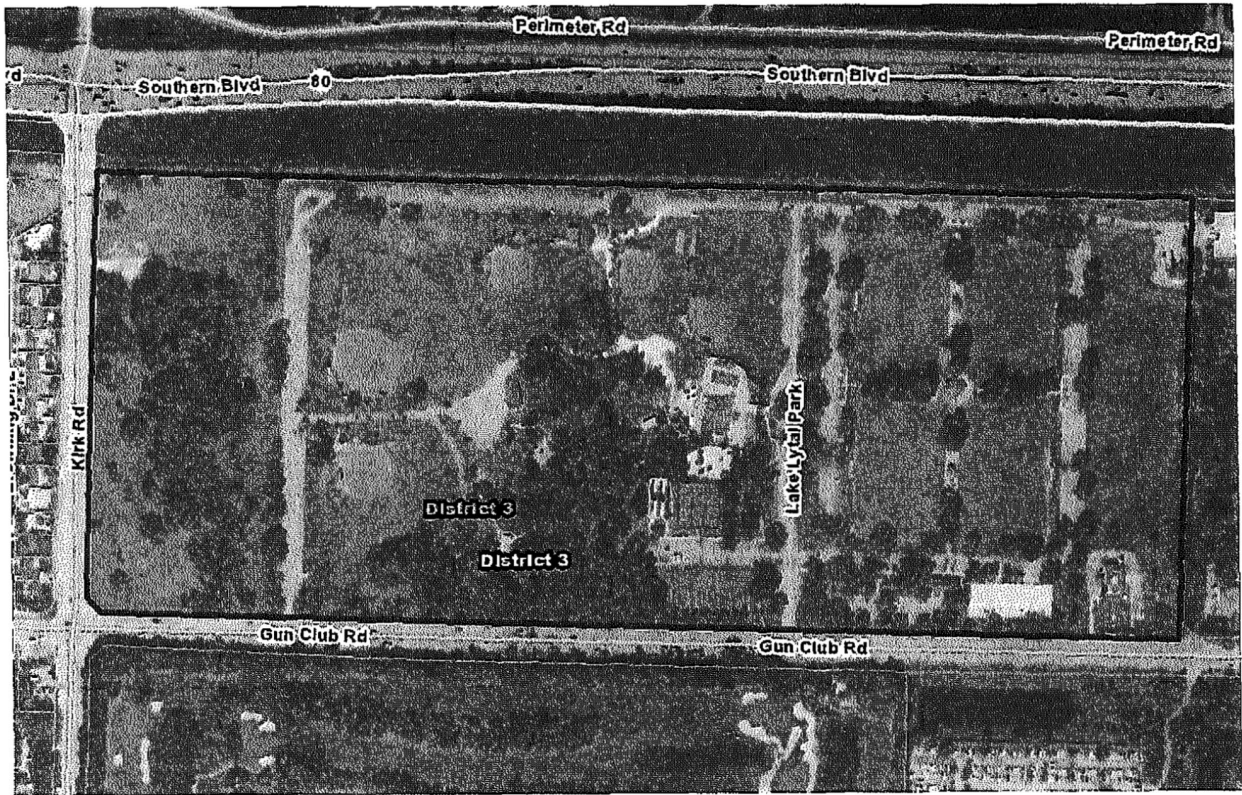
C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 17218
Project Name: Lake Lytal Aquatic Complex - Phase 1 Tree Relocation
Location: 3645 Gun Club Road, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 5/17/2023

REQUESTED BY: Mitch Silverman

PHONE: 233-4057

PROJECT TITLE: Lake Lytal Aquatic Complex (Phase 1 Tree Relocation)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$0

IST PLANNING NO.: 17218

REQUESTED AMOUNT: \$1,417,763.41

BCC RESOLUTION#: R2021-0750

DATE: June 8, 2021

CSA or CHANGE ORDER NUMBER: GMP Amendment # 1

EFDO # 2018-036143

LOCATION: 3645 Gun Club Road, WPB

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT NUMBER: 17218

CONSULTANT/CONTRACTOR: Kaufman Lynn Construction, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: The cost covers the Phase 1 the mobilization / relocation of 169 trees, removal of 119 trees, and the supplemental 20-24 month watering of the relocated trees.

Professional services shall include construction services for the approved drawings for this phase 1.

CONSTRUCTION	\$ 1,417,763.41
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 1,417,763.41

* 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: 581

UNIT: T001

OBJ: 4605

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

Ad Valorem (Amount \$ _____)

Infrastructure Sales Tax (Amount \$ 1,417,763.41)

State (source/type: _____ Amount \$ _____)

Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____)

Impact Fees: (Amount \$ _____)

Other (source/type: _____ Amount \$ _____)

Department: Parks and RecreationBAS APPROVED BY: Jennifer E. CuielloDATE 6/5/2023

ENCUMBRANCE NUMBER: _____

AMENDMENT # 1
KAUFMAN LYNN CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
LAKE LYTAL AQUATIC COMPLEX-PHASE 1 TREE RELOCATION
PROJECT NO.: 17218

This Amendment is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Owner, and Construction Manager, authorized to do business in the State of Florida, whose Federal Tax ID# is 65-0098115, hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated June 8, 2021, (R-2021-0750) (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 **Phase 1 Tree Relocation** for the 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;

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 \$1,417,763.41 for the construction Phase 1 Tree Relocation of this Project. The GMP is based on the GMP Summary attached hereto and incorporated herein. In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Contract shall control.

4. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within 90 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$210.00 /day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

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

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

SBE Price Preference

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

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

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

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Lake Lytal Aquatic Complex – Phase 1 Tree Relocation
Project No. 17218

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

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

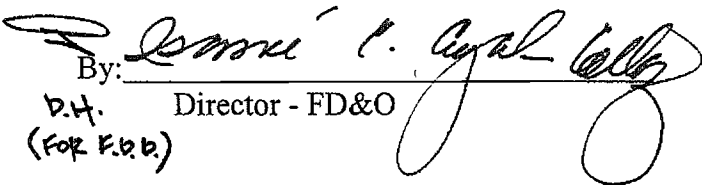
By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

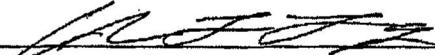
By:  _____
D.H.
(for F.B.O.) Director - FD&O

Lake Lytal Aquatic Complex – Phase 1 Tree Relocation
Project No. 17218

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:
**KAUFMAN LYNN CONSTRUCTION,
INC.**


Signature


Signature

Derek A. Wolthoff
Name (type or print)

Chris L. Long
Name (type or print)

Pres.
Title

(Corporate Seal)
Date: 8/3/23





Mitchell Silverman, PMP
Sr. Project Manager
2633 Vista Parkway
West Palm Beach, FL 33411

August 3, 2023

Re: 17218 Lake Lytal Aquatic Center Tree Mitigation Phase 1

Subject: Executive Summary (Guaranteed Maximum Price Proposal)

Dear Mr. Silverman:

Kaufman Lynn Construction (CM) is pleased to submit our Guaranteed Maximum Price (GMP) for The Lake Lytal Aquatic Center Tree Mitigation Phase 1 in the amount of \$1,417,763.41 based on construction documents prepared by Schmidt Nichols.

In accordance with the contract documents, the GMP includes the cost to provide construction related services as outlined herein. Included in this packet:

- Contractor's Clarifications and Assumptions.
- Contractor's GMP Breakdown
- Contractor's Bid Leveling Sheet and Subcontractor Quotes
- Lake Lytal Aquatic Complex – Tree Mitigation – Drawing Log
- OEBO Forms
- Project Schedule

Thank you again for this opportunity and we look forward to working with Palm Beach County Capital Improvements Division as Construction Manager and providing an outstanding facility for your community.

Sincerely,

Jon Tori
VP Of Operations
Kaufman Lynn Construction, Inc

Delray Beach, Florida: 3185 South Congress Avenue, Delray Beach, FL 33445 | ☎ 561.361.6700 | f 561.361.6979

Bonita Springs, Florida: 9420 Bonita Springs Road, Suite 100 | Bonita Springs, FL 34135 | ☎ 239.331.5130 | f 239.403.7842

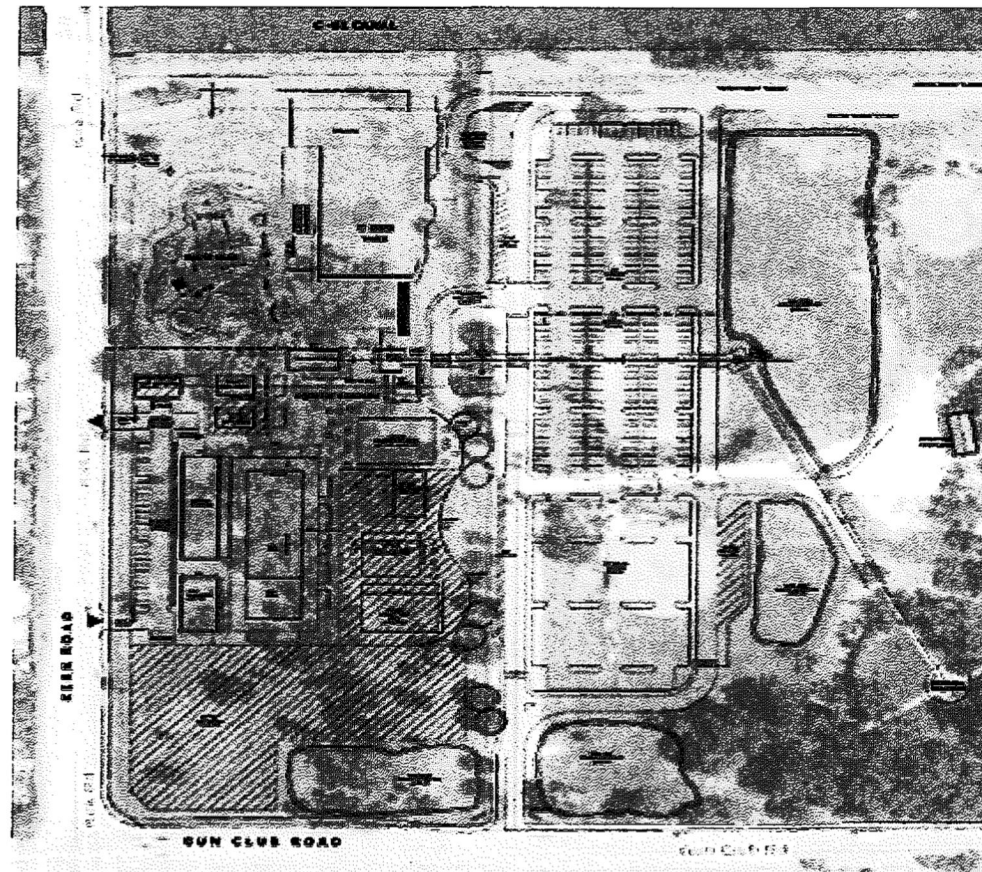
Charlotte, North Carolina: 800 Westmere Avenue, Suite 404 | Charlotte, NC 28208 | ☎ 704.219.1274

Location Map

Lake Lytal Aquatic Complex – Phase 1: Tree Relocation

Project No: 17218

3645 Gun Club Road, WPB, FL





Date: 08/3/23			
Project: 17218 Lake Lytal Aquatic Center - Tree Mitigation - Phase I			
Owner: PBC Board of County Commissioners			
CM Name: Kaufman Lynn			
Architect: Harvard Jolly			
Drawing Set: Tree Mitigation Package dated 3/24/23			
CSI Division Summary	COST	%	DESCRIPTION
1 CM Fees - General Requirements	\$ 94,120.00	7.38%	Direct Cost Items incurred in the Project during the Construction Phase (excluding Insurance and Bonds shown below). See attached General Conditions breakdown for reimbursable expenses.
2 Sitework - Tree Mitigation	\$ 783,885.00	61.43%	See PBC Estimate for Breakdown
SUBTOTAL "A"	\$ 878,005.00	68.81%	
	COST	% of GMP	DESCRIPTION
Deduct Estimated Sales Tax Recovery	\$ -	0.0%	Estimated Sales Tax Savings
SUBTOTAL "B"	\$ 878,005.00	68.81%	Subtotal "B" = Subtotal "A" minus Sales Tax Recovery
Insurance and Bonds			
Subcontractors Performance & Payment Bonds/SDI	\$ -		Bond Included in Subcontractor Cost
Builder's Risk	\$ 5,981.00	0.65%	Builder's Risk by Zurich; Includes \$1500 deductible; excludes Flood Insurance.
General Liability Insurance	\$ 19,565.14	1.38%	Construction Manager's insurance is set at a fixed rate of the total GMP cost, inclusive of the Construction Manager's fees.
100% Performance & Payment Bond	\$ 14,177.63	1.00%	100% Performance and Payment Bond in an amount equal to the total GMP cost, inclusive of the Construction Manager's fees.
CSI Division Summary	COST	%	DESCRIPTION
SUBTOTAL "C"	\$ 917,728.77	71.84%	Subtotal "C" = Subtotal "B" + Insurance and Bonds
Construction Manager's Fees			
Pre-Construction Phase Fee	\$ -	0.00%	NIC
Construction Phase Fee - Staffing & Gen. Cond.	\$ 230,659.59	18.08%	Construction Manager Staffing and Operating Costs. See attached breakdown.
Construction Phase Fee - Overhead & Profit	\$ 127,568.71	10.00%	Overhead and Profit as a Fixed Percentage of the total GMP Cost. Not including Contingency
SUBTOTAL "D"	\$ 1,275,987.07	100.00%	Subtotal "D" = Subtotal "C" + Construction Manager Fees

Construction Contingency	\$	141,776.34	10.00%	Contingency
Guaranteed Maximum Price (GMP)	\$	1,417,763.41		Guaranteed Maximum Price (GMP)
Guaranteed Maximum Price (GMP)	\$	1,417,763.41		Guaranteed Maximum Price (GMP)

LOCALiQ

FLORIDA

Order Confirmation

Not an Invoice

Account Number:	925662
Customer Name:	Kaufman Lynn Construction
Customer Address:	Kaufman Lynn Construction 3185 S Congress AVE Delray Beach FL 33445-7324
Contact Name:	Alexandra Brown
Contact Phone:	
Contact Email:	abrown@kaufmanlynn.com
PO Number:	

Date:	07/10/2023
Order Number:	9003433
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	29.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	5	07/03/2023 - 08/02/2023	Public Notices
WPB palmbeachpost.com	5	07/03/2023 - 08/02/2023	Public Notices

Order Confirmation Amount

\$457.32

Ad Preview

ADVERTISEMENT FOR BID-Kaufman Lynn Construction serving as the Construction Manager for Palm Beach County Capital Improvements is seeking qualified bids from vendors/subcontractors for Lake Lytal Aquatic Center – Project #17218; the Palm Beach County Goal Setting Committee has applied an SBE Price Preference as the Affirmative Procurement Initiative (API) on this project.

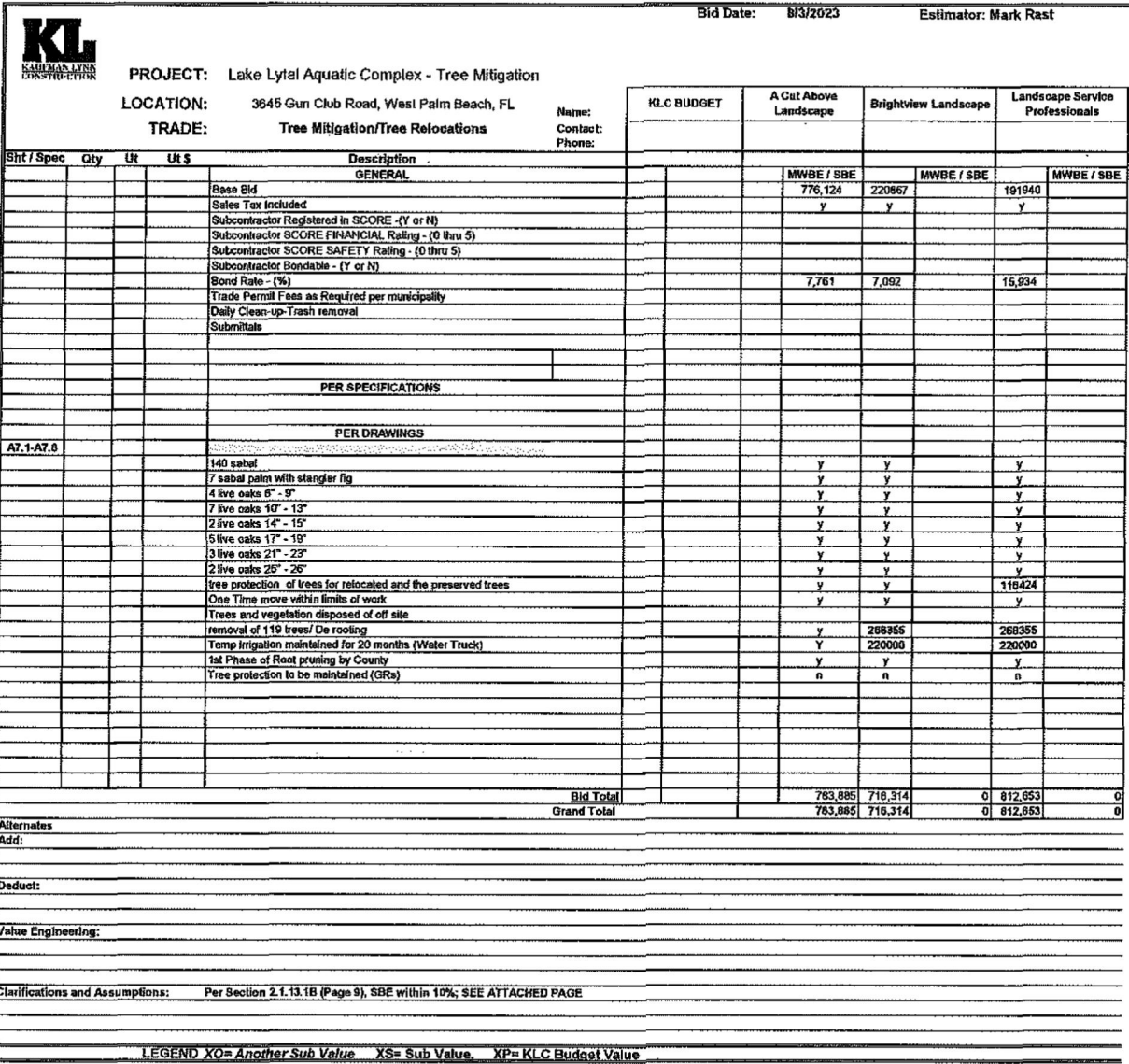
The following subcontractor/vendor trades are being solicited: Landscape – Tree Relocation. The project is phased and bid documents will be available online through Building Connected as follows:

Phase 1- Tree Mitigation GMP Documents are available.

Please contact Mark Rast at (561) 397-2008 or mrast@kaufmanlynn.com for additional information and access to Building Connected.

For information on non-mandatory pre-bid meetings, please contact Tylene Henry at thenry@mcoconsulting.net.

July 3, 10, 17, 24, Aug. 2, 2023
#9003433





NHC

NIELSON, ROSENHAUS & ASSOCIATES
A NELSON-ROSENHAUS GROUP COMPANY

ACRISURE
AGENCY PARTNER

August 2, 2023

Kaufman Lynn Construction, Inc.
3185 South Congress Avenue
Delray Beach, FL 33445

RE: Palm Beach County, as Obligor
Lake Lytal Aquatic Complex – Phase 1 Tree Relocation, Project #17218, as Project
Bond No. 21BCSIZ6045

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 Kaufman Lynn Construction, Inc., as Principal, and/or the Palm Beach County, as Obligor, the authority to date the Public Construction Bond and Power of Attorney with the contract date and date the Form of Guarantee upon substantial completion. The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.

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

Thank you for your cooperation.

Sincerely,

Brett Rosenhaus
Attorney-in-Fact
Florida Licensed Agent

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
P: 561.454.8210
F: 561.455.4787
W: nielsonrosenhaus.com



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call 888-268-3488 or fax 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC

Agency Code: 21-229752

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalia C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 2, 2023.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

PUBLIC CONSTRUCTION BOND

BOND NUMBER 21BCSIZ6045

BOND AMOUNT \$1,417,763.41

CONTRACT AMOUNT \$1,417,763.41

CONTRACTOR'S NAME: Kaufman Lynn Construction, Inc.

CONTRACTOR'S ADDRESS: 3815 South Congress Avenue, Delray Beach FL 33445

CONTRACTOR'S PHONE: (561) 886-4336

SURETY COMPANY: Hartford Fire Insurance Company

SURETY'S ADDRESS: One Hartford Plaza, Hartford, CT 06155 - 0001.

SURETY'S PHONE: (860) 547-5000

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: Lake Lytal Aquatic Complex – Phase 1 Tree Relocation

PROJECT NUMBER: 17218

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

DESCRIPTION OF WORK: The Scope of Work covers the Phase 1 mobilization/relocation of
169 trees, removal of 119 trees, and the supplemental 20-24 month watering of the relocated trees.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
3645 Gun Club Road, West Palm Beach, FL 33406.

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 \$1,417,763.41

(One Million Four Hundred Seventeen Thousand Seven Hundred Sixty-three
Dollars and Forty One Cents)

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:	Lake Lytal Aquatic Complex – Phase 1 Tree Relocation
Project No.:	17218
Project Description:	Phase 1 mobilization/relocation of 169 trees, removal of 119 trees, and the supplemental 20-24 month watering of the relocated trees.
Project Location:	3645 Gun Club Road, West Palm Beach, FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM:
LOCATION OF FIRM:
PHONE:

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 Project 17218, Lake Lytal Aquatic Complex – Phase 1 Tree Relocation, 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.

Page 2 of 3

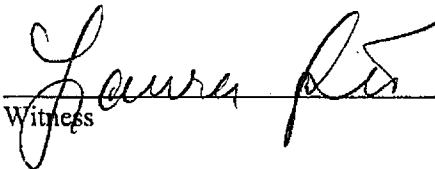
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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


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

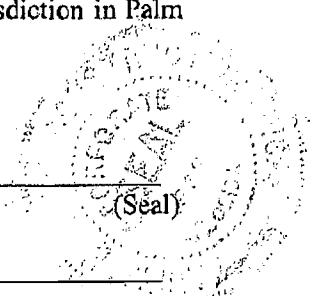

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in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

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.


Witness


Witness Rita Lazarides

Kaufman Lynn Construction, Inc.
Principal  (Seal)


Douglas Simms
Chief Financial Officer
Hartford Fire Insurance Company
Surety  (Seal)

(Print Name and Title) Brett Rosenhaus
Attorney-in-Fact
& FL Licensed Agent

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC

Agency Code: 21-229752

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard

Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Kaufman Lynn Construction, Inc. and Surety Name: Hartford Fire Insurance Company.


We the undersigned hereby guarantee that the (Lake Lytal Aquatic Complex – Phase 1 Tree Relocation, Project No. 17218) 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

Kaufman Lynn Construction, Inc.
(Contractor Name) (Seal)

By: 
Douglas Simms
Chief Financial Officer
(Print Name and Title)

Hartford Fire Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact & FL Licensed Agent
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: NIELSON HOOVER & COMPANY INC
Agency Code: 21-229752

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input checked="" type="checkbox"/> | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input checked="" type="checkbox"/> | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| <input type="checkbox"/> | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| <input type="checkbox"/> | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| <input type="checkbox"/> | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

D. A. Belis, Tracey C. Brown-Boone, Natalie C. Demers, David R. Hoover, Stephanie McCarthy, Laura D. Mosholder, John R. Neu, Charles D. Nielson, Charles J. Nielson, Joseph Penichet Nielson, Daniel Frank Oaks, Brett Rosenhaus, Kevin Wojtowicz of MIAMI LAKES, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
Signed and sealed at the City of Hartford.



Kevin Heckman
Kevin Heckman, Assistant Vice President

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Lake Lytal Aquatic Complex -- Tree Mitigation Phase 1

SOLICITATION/PROJECT/BID NO.: 17218

SOLICITATION OPENING/SUBMITTAL DATE: TBD

COUNTY DEPARTMENT: CID

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

NAME OF PRIME RESPONDENT/BIDDER: Kaufman Lynn Construction, Inc. ADDRESS: 3185 S Congress Avenue, Delray Beach FL33445

CONTACT PERSON: Mark Rast PHONE NO.: 561-397-2008 E-MAIL: mrast@kaufmanlynn.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$592,456.49

X

Non-SBE

MBE

WBE

SBE



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

Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID# (https://www.pbcgov.org/pbcvendors)	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
MCO Construction And Service, Inc 1.6600 NW 27 th Avenue, Suite 208, Miami 33147	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	41,411.92					
2.A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price \$ 94,120.00

Total Certified S/M/WBE Participation \$ 41,411.92

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

Jon Tori

Name & Authorized Signature

VP

Title

- Note:
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Lake Lytal Aquatic Complex – Tree Mitigation Phase 1 SOLICITATION/PROJECT/BID NO.: 17218
SOLICITATION OPENING/SUBMITTAL DATE: TBD COUNTY DEPARTMENT: CID

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

NAME OF PRIME RESPONDENT/BIDDER: Kaufman Lynn Construction, Inc. ADDRESS: 3185 S Congress Avenue, Delray Beach FL33445
CONTACT PERSON: Mark Rast PHONE NO.: 561-397-2008 E-MAIL: mrast@kaufmanlynn.com
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$592,466.49 Non-SBE ☒ MBE ☐ WBE ☐ SBE ☐
X

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

Subcontractor/Sub consultant Name <small>DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)</small>	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
A Cut Above 1,1686 D Road, Loxahatchee, Fl 33470	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	783,885.00					
2.A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price \$ 1,323,643.41

Total Certified S/M/WBE Participation \$ 783,885.00

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

Jonathan

Name & Authorized Signature

VP

Title

- Note:
1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 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: 17218
 SOLICITATION/PROJECT NAME: Lake Lytal Aquatic Complex- Tree Mitigation Phase 1

Prime Contractor: Kaufman Lynn Construction Inc. Subcontractor: MCO Construction & Service
 (Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
001	MCO scope Asst. Superintendent / Project Engineer	\$41,411.92	18		\$41,411.92
	RFT's, change orders, ProCore, Daily reports, etc				

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: \$41,411.92

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 Inc.

Print Name of Prime

By:

Jon Tori

Print Name

VP

Title

Date:

8/3/2023

MCO Construction And Service Inc

Print Name of Subcontractor/subconsultant

By:

Ann McNeill

Print Name

President

Title

Date:

August 3, 2023

Revised 09/17/2019

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: 17218

SOLICITATION/PROJECT NAME: Lake Lytal Aquatic Complex - Tree Mitigation Phase I

Prime Contractor: Kaufman Lynn Construction

Subcontractor: A Cut Above Landscape and Maintenance

(Check box(s) that apply)

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

Date of Palm Beach County Certification (if applicable): 07/07/2023

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

Column 1

Column 2

Column 3

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ 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
001	Tree Mitigation	\$783,885.00	1		\$783,885.00
002					

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: \$783,885.00

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

NONE

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Kaufman Lynn Construction

Print Name of Prime

By: Derek Wolfhope

Authorized Signature

Derek Wolfhope

Print Name

Project Executive

Title

Date: 8/3/23

A Cut Above

Print Name of Subcontractor/subconsultant

By: Damon Rockett

Authorized Signature

Damon Rockett

Print Name

President

Title

Date: 08/03/2023

Revised 09/17/2019



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00001477	Kaufman Lynn Construction, Inc.		Compliant						
		A , XV	Starr Indemnity & Liability Company	1000672995231	2/23/2023	2/23/2024	Auto Liability		
		Ag , XV	Allied World National Assurance Company	03117332	2/23/2023	2/23/2024	Excess Liability		
		A+g , XV	Endurance American Specialty Insurance Company	ELD30003390602	2/23/2023	2/23/2024	Excess Liability		
		A+r , XV	Gemini Insurance Company	CEX0960435902	2/23/2023	2/23/2024	Excess Liability		
		Ap , XV	The Ohio Casualty Insurance Company	1000583246231	2/23/2023	2/23/2024	Excess Liability		
		A , XV	Starr Indemnity & Liability Company	1000026020231	2/23/2023	2/23/2024	General Liability		
		A , XV	Starr Indemnity & Liability Company	100000527100	2/23/2023	2/23/2024	Workers Comp		

Risk Profile : Standard - Construction Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

CONFLICT OF INTEREST DISCLOSURE FORM

Vista Permit Area Modifications – Project No: 2022-021741

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest, which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Jon Tori, as
(Name of Individual)

VICE PRESIDENT, of KAUFMAN LTRN CONSTRUCTION
(Title/Position) (Firm Name of Consultant)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

[Signature]
(Signature)

8/3/2023
(Date)

ATTACHMENT C
CONFLICT OF INTEREST DISCLOSURE FORM
(Must be completed by Proposer and any subconsultants and returned with proposal)

PALM BEACH COUNTY CONFLICT OF INTEREST DISCLOSURE FORM

CONSULTANT/SUBCONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT/SUBCONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/SUBCONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/SUBCONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT/SUBCONSULTANT'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONSULTANT/SUBCONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the CONSULTANT/SUBCONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/SUBCONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/SUBCONSULTANT shall not enter into said association, interest or circumstance.

This DISCLOSURE is submitted by (Name of Individual:) Ann McNeill, as
(Title/Position:) President of (Name of Firm:) MCO Construction and Services, Inc.
who hereby certifies that any misrepresentation by the CONSULTANT/SUBCONSULTANT on this
Disclosure is considered an unethical business practice and is grounds for sanctions against future County
business with the CONSULTANT/SUBCONSULTANT.


Signature

May 17, 2023
Date



Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**


Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

TO: Mitchell Silverman, PMP, Senior Project Manager
Facility Development & Operations

FROM: Deirdre D. Kyle, SBDS III 
Office of Equal Business Opportunity

CC: Mark Rast, Senior Project Manager
Kaufman Lynn Construction

Gigi Jones, Contract Manager
Facility Development & Operations

DATE: August 3, 2023

RE: Compliance Review of Project 17218
Lake Lytle Aquatic Complex, Phase I (GMP)

On June 7, 202, the Goal Setting Committee established an Affirmative Procurement Initiative (API) of an SBE 10% Price Preference.

Construction Managers: Kaufman Lynn Construction, Inc.
MCO Construction & Services, Inc.

Construction Subcontractor Costs: \$783,885.00

SBE Participation: \$783,885.00 (100%)

EVALUATION:

Kaufman Lynn Construction, Inc and MCO Construction & Services, Inc. achieved the established API.

ATTACHMENT #4

Project Name: Lake Lytal Aquatic Complex						Project Manager:		Mitchell Silverman
Project Number: 17218						Contract Amount:		N/A
Contractor: Kaufman Lynn Construction, Inc.						API SBE Goal: 25.0%		
Contract Date: June 8, 2021								
Resolution Number: R2021-0750								

Task Order	Work Order	Amendment Number	Amount	Amount Less Prime	SBE Amount	Requested By	Request Date	Services	Approved	Appr'd By	SBE %
						Total	21,300.00	86,385.37	24.66%		
									ORIGINAL CONTRACT	BCC	
Praconstruction Phase											
1			\$86,385.37	\$21,300.00	\$21,300.00			Praconstruction Services		BCC	24.66%
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	Total		\$86,385.37	\$21,300.00	\$21,300.00						24.66%
Construction Phase											
						Total	783,885.00	1,417,763.41	100.00%		
		1	\$1,417,763.41	\$783,885.00	\$783,885.00	Mitchell Silverman		GMP 1 - Phase 1 Tree Relocation			100.00%
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	Total		\$1,417,763.41	\$783,885.00	\$783,885.00						100.00%
	Total		\$1,504,148.78	\$805,185.00	\$805,185.00						63.53%