

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 23, 2024 Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

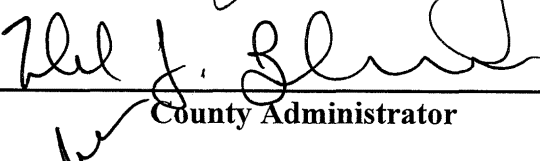
Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the Construction Manager (CM) at Risk Services contract (R2021-0750) with Kaufman Lynn Construction, Inc. (CM), establishing a Guaranteed Maximum Price (GMP) in the amount of \$8,978,522 for the Lake Lytal Aquatic Complex-Phase 2 Site Development project for a period of 365 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 county-owned park 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. 2 establishes a GMP in the amount of \$8,978,522 for the construction management services necessary for the Phase 2 Site Development of the Lake Lytal Aquatic Complex project. The Phase 2 Site Development includes, but is not limited to, the demolition of the existing site/civil infrastructure and landscaping and installation of new site/civil infrastructure in preparation for the final phase of the project (i.e., Phase 3) which is the construction of the Aquatic Complex. Implementation of Phase 2 is required to allow for development of the YMCA facility to be constructed on site as per the terms of Lease Agreement R2021-0147. The Construction Manager will have 365 calendar days from notice to proceed to substantially complete Phase 2. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$210 per day. The approved budget for the Lake Lytal Aquatic Complex is \$12,152,500. Implementation of Phase 1 (currently underway) and Phase 2 will essentially deplete the available funds. Construction drawings for Phase 3 are yet to be developed but current estimates based on 100% design development drawings dictate the need for a revised project budget of \$30.5M. During its workshop meeting on November 28, 2023, the Board directed staff to bring at a later time an item addressing a proposed funding plan for the budget shortfall identified in the implementation of the County's capital improvements program. Said funding plan is being presented to this Board via a companion item concurrently with this agenda item. 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 August 16, 2023, the Goal Setting Committee (GSC) established an Affirmative Procurement Initiative (API) of an SBE subcontracting goal of 20% participation, of which 5% must be African American and/or Hispanic American. SBE participation on the construction trade contracts for this GMP is 27.63%, of which 26.10% is African American and/or Hispanic American. **Continued on Page 3**

Background and Policy Issues: Continued on Page 3

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

Recommended by:  12/15/23
Department Director Date

Approved by:  1/4/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$8,978,522	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$8,978,522</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 _____
 Is this item using Federal Funds? Yes _____ No X
 Is this item using State Funds? Yes _____ No X

Budget Account No: Fund 3950 Dept 581 Unit T001 Object 6504

CONSTRUCTION	\$8,978,522.00
STAFF COSTS	\$ 0.00
CONTINGENCY	<u>\$ 0.00</u>
TOTAL	\$8,978,522.00

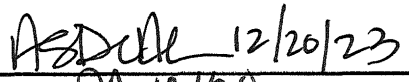
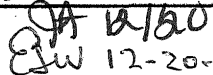
B. Recommended Sources of Funds/Summary of Fiscal Impact:

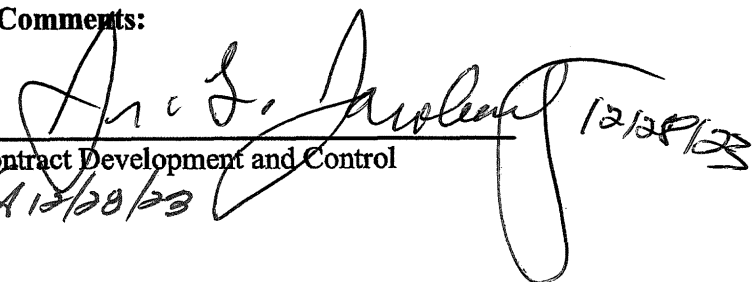
Funding for this project is from the Infrastructure Sales Tax Fund.

C. Departmental Fiscal Review: 

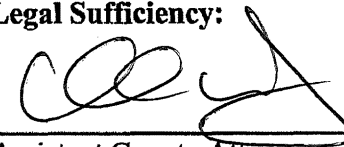
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 12/20/23
 OFMB 
 JW 12-20-23

 12/28/23
 Contract Development and Control
 Tol 12/28/23

B. Legal Sufficiency:

 1/3/24
 Assistant County Attorney

C. Other Department Review:


 Department Director

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

Summary: In accordance with Attachment 3 of Policy and Procedure Memorandum (PPM) CW-O-043, the GSC applies the APIs applicable to the construction phase of the contract (i.e. the subcontracts) before subcontractor bidding so that the SBE participation for the GMP 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 35.72%. 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 CM 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 Policy Issues: 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. 2 authorizes the construction management services necessary for the Phase 2 Site Development for the Lake Lytal Aquatic Complex project.

LOCATION MAP

Project No: 17218
Project Name: Lake Lytal Aquatic Complex-Phase 2 Site Development
Location: 3645 Gun Club Road, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/15/2023 REQUESTED BY: Mitch Silverman PHONE: 233-2057

PROJECT TITLE: Lake Lytal Aquatic Complex (Phase 2 Site Development)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$0 IST PLANNING NO.: 17218
REQUESTED AMOUNT: \$8,978,522.00 BCC RESOLUTION#: R2021-0750
DATE: June 8, 2021

CSA or CHANGE ORDER NUMBER: GMP Amendment # 2
EFDO #2018-0316143

LOCATION: 3645 Gun Club Road, WPB BUILDING NUMBER: NA
DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT NUMBER: 2018-036143

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 2 site development.

Professional services shall include construction services for the approved drawings for this phase 2.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$8,978,522.00), PROFESSIONAL SERVICES (\$), STAFF COSTS* (\$), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$), and TOTAL (\$8,978,522.00).

* 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: 6504

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

Ad Valorem (Amount \$) Infrastructure Sales Tax (Amount \$ 8,978,522)
State (source/type: Amount \$) Federal (source/type: Amount \$)
Grant (source/type: Amount \$) Impact Fees: (Amount \$)
Other (source/type: Amount \$)

Department: Parks and Recreation

BAS APPROVED BY: [Signature] DATE 11/16/2023

ENCUMBRANCE NUMBER:

AMENDMENT #2
KAUFMAN LYNN CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
PROJECT NAME: LAKE LYTAL AQUATIC COMPLEX-PHASE 2 SITE
DEVELOPMENT
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 Kaufman Lynn Construction, Inc., 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 2-Site Development 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 \$8,978,522 for the construction of Phase 2 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 365 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$210/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

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

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

The SBE subcontracting goal for this GMP Amendment is 20% participation, of which 5% must be African American and/or Hispanic American. Findings of GSC to support M/WBE goal: The County's disparity study found disparity in construction contracting for African American and Hispanic American businesses.

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

27.63% SBE participation of which 26.10% will be African American or Hispanic American.

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

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

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Name: Lake Lytal Aquatic Complex-Phase 2 Site Development
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

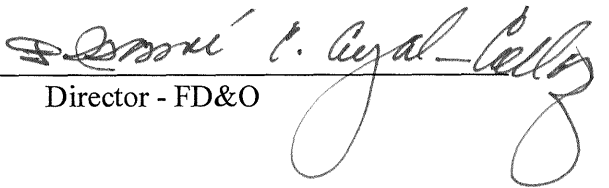
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

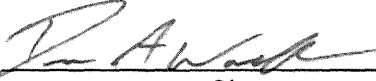
By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Lake Lytal Aquatic Complex-Phase 2 Site Development
Project No.: 17218

WITNESS: FOR CONSTRUCTION MANAGER
SIGNATURE

CONSTRUCTION MANAGER:
Kaufman Lynn Construction, Inc.


Signature

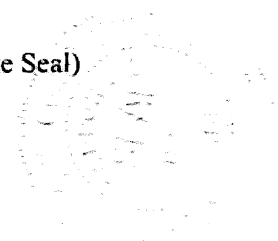

Signature

DONALD WOLFHOPE
Name (type or print)

Michael L. Long
Name (type or print)

President
Title

(Corporate Seal)



GMP SUMMARY



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

November 16, 2023

Re: 17218 Lake Lytal Aquatic Center Site Development – Phase II

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 Site Development Phase II in the amount of \$8,978,522.00 based on construction documents prepared by Harvard Jolly.

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 – Site Development – 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

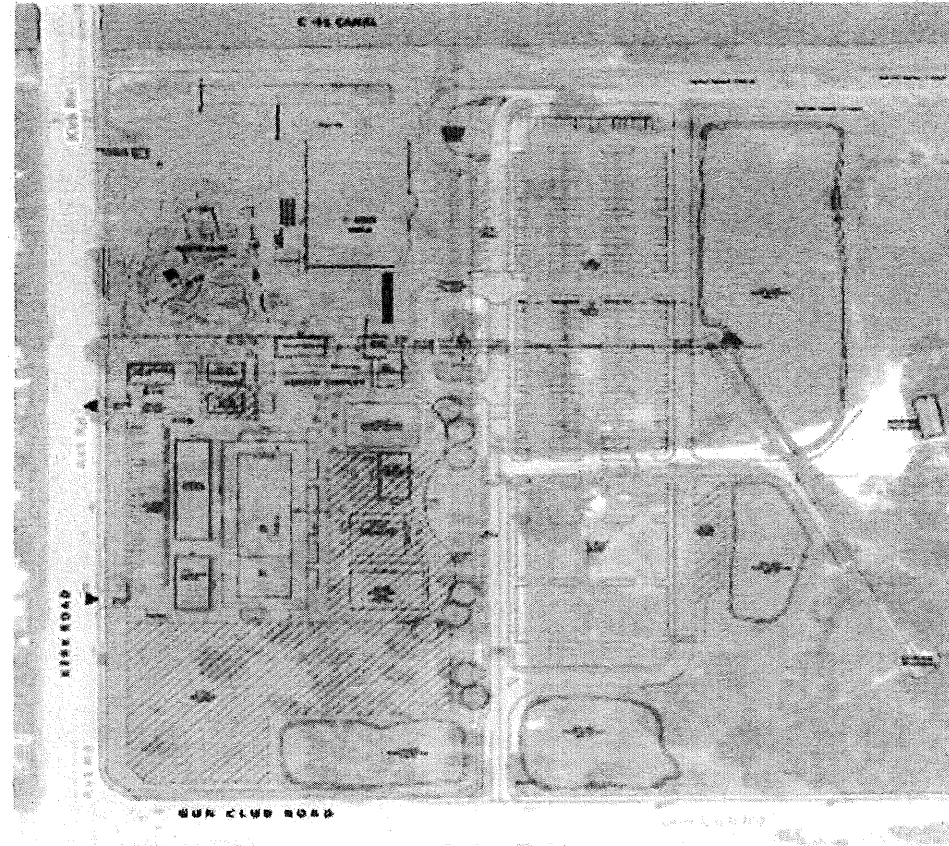
Charlotte, North Carolina: 800 Westmere Avenue, Suite 404 | Charlotte, NC 28208 | ☎ 704.219.1274

Location Map

Lake Lytal Aquatic Complex – Phase 2: Site Development

Project No: 17218

3645 Gun Club Road, WPB, FL





11/30/2023			
Project: 17218 Lake Lytal Aquatic Center - Pool Migration - Phase II <i>SITE DEVELOPMENT</i> @ 12/12/23			
Owner: PBC Board of County Commissioners			
CM Name: Kaufman Lynn			
Architect: Harvard Jolly			
Drawing Set: Site Package 100 % GMP Documents - 7/31/23 & Phase II Demo Drawings 4/17/23			
CSI Division Summary	COST	%	DESCRIPTION
1 CM Fees - General Requirements	\$ 210,500.00	2.34%	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 - Landscape - Irrigation	\$ 5,834,825.00	64.99%	See PBC Estimate for Breakdown
3 Concrete	\$ 71,273.00	0.79%	
5 Metals	\$ 72,173.00	0.80%	
9 Finishes	\$ 41,558.00	0.46%	
16 Electrical	\$ 458,476.00	5.11%	
SUBTOTAL "A"	\$ 6,688,805.00	74.50%	
	COST	% of GMP	DESCRIPTION
Deduct Estimated Sales Tax Recovery	\$ -	0.0%	Estimated Sales Tax Savings
SUBTOTAL "B"	\$ 6,688,805.00	74.50%	Subtotal "B" = Subtotal "A" minus Sales Tax Recovery
Insurance and Bonds			
Subcontractors Performance & Payment Bonds/SDI	\$ -		Bond included in Subcontractor Cost
Builder's Risk	\$ 76,317.00	1.10%	Builder's Risk by Zurich; Includes \$1500 deductible; excludes Flood Insurance.
General Liability Insurance	\$ 123,904.00	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	\$ 49,382.00	0.55%	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"	\$ 6,938,408.00	77.53%	Subtotal "C" = Subtotal "B" + Insurance and Bonds
Construction Manager's Fees			
Pre-Construction Phase Fee	\$ -		NIC
Construction Phase Fee - Staffing & Gen. Cond.	\$ 1,197,456.00	13.34%	Construction Manager Staffing and Operating Costs. See attached breakdown.

Construction Phase Fee - Overhead & Profit	\$ 508,218.00	5.66%	Overhead and Profit as a Fixed Percentage of the total GMP Cost, Not including Contingency
SUBTOTAL "D"	\$ 8,644,082.00	100%	Subtotal "D" = Subtotal "C"+ Construction Manager Fees
Construction Contingency	\$ 334,440.00	3.72%	Contingency
Guaranteed Maximum Price (GMP)	\$ 8,978,522.00		Guaranteed Maximum Price (GMP)
	0.00		
Guaranteed Maximum Price (GMP)	\$ 8,978,522.00		Guaranteed Maximum Price (GMP)

LOCALIQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Alexandra Brown
Kaufman Lynn Construction
3185 S Congress AVE
Delray Beach FL 33445-7324

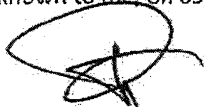
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Bids & Proposals, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

08/22/2023, 08/27/2023, 09/03/2023, 09/19/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/19/2023



Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	\$457.32	
Order No:	9185558	# of Copies:
Customer No:	925662	1
PO #:	Bid #17218	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

ADVERTISEMENT FOR BID-Kaufman Lynn Construction serving as the Construction Manager for Palm Beach County Capital Improvements Division is seeking qualified bids from vendors/subcontractors for Lake Lytal Aquatic Center – Project #17218; the Palm Beach County Goal Setting Committee has applied a minimum 20% mandatory SBE subcontracting goal to include 5% African American and/or Hispanic American participation as the Affirmative Procurement Initiative (API) on this project.

The following subcontractor/vendor trades are being solicited: Site Work, Electrical, Landscape, Irrigation. The project is phased and bid documents will be available online through Building Connected as follows:

Phase 2 – Site Development

Bids are due at 4:00 pm on September 25, 2023.

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 thyenry@mcoconsulting.net.
Aug. 22, 27, Sep. 3, 19, 2023 #9185558

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:	Bid #17218

Date:	08/21/2023
Order Number:	9185558
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	37.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
WPB Palm Beach Post	4	08/22/2023 - 09/19/2023	Bids & Proposals
WPB palmbeachpost.com	4	08/22/2023 - 09/19/2023	Bids & Proposals

Order Confirmation Amount	\$457.32
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Ad Preview

ADVERTISEMENT FOR BID-Kaufman Lynn Construction serving as the Construction Manager for Palm Beach County Capital Improvements Division is seeking qualified bids from vendors/subcontractors for Lake Lytal Aquatic Center – Project #17218; the Palm Beach County Goal Setting Committee has applied a minimum 20% mandatory SBE subcontracting goal to include 5% African American and/or Hispanic American participation as the Affirmative Procurement Initiative (API) on this project.

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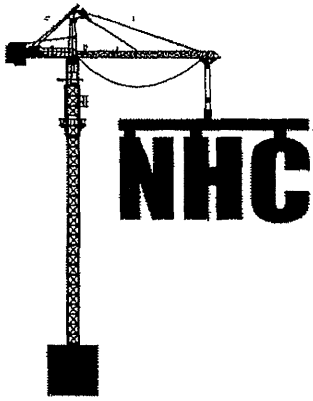
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Aug. 22, 27, Sep. 3, 19, 2023 #9185558

Bases, ballasts and pavement	1,480,149.00			1,430,149.00		2,163,225.00		0.00	0.00
Paving/Surfacing/Curbs/Sidewalks	1,480,149.00			1,430,149.00		2,163,225.00		0.00	0.00
Asphalt parking lot	1,036,312.00	Big D Paving	Big D Paving	1,036,312.00	Yes	Centerline Inc.	2,163,225.00	Yes	PEC
Grade and compact existing soils	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Provide and place 8" of local approved rock base, properly graded and compacted.	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
2.5" of asphalt, 2 lifts with tack coat between	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Concrete and curbing	333,820.00	Big D Paving	Big D Paving	333,820.00	Yes	Centerline Inc.	0.00	Yes	PEC
All curbing	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
4" thick concrete sidewalks	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Concrete pavement speed tables	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Ramps	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Striping/signage	58,017.00	Big D Paving	Big D Paving	58,017.00	Yes	Centerline Inc.	0.00	Yes	PEC
Parking spaces (including HC spaces)	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Loading zones	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Bus parking zones/space	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Parking stops	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Arrows/crosswalk	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Stop signs/stop bars	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Pedestrian crossing signs	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Loading zone signs/one way signs/do not enter signs	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Sub bond - paving	0.00	Big D Paving	Big D Paving	0.00	Yes	Centerline Inc.	0.00	Yes	PEC
Allowance - Elevated sidewalk with railing per detail 6 AS-200	50,000.00	KL QTY Survey	KL QTY Survey	0.00			0.00		
Planting	564,462.00			622,745.00		711,142.00		564,462.00	0.00
Planting & Irrigation	564,462.00			622,745.00		711,142.00		564,462.00	0.00
Landscape Package	389,894.00	Amaro Landscape Associates	A Cut Above Landscape	408,543.00	Yes	Brightview Landscape	0.00	Yes	Amaro Landscape Associates
Trees & palms	0.00	Amaro Landscape Associates	A Cut Above Landscape	0.00	Yes	Brightview Landscape	97,527.00	Yes	Amaro Landscape Associates
Shrubs & groundcoverings	0.00	Amaro Landscape Associates	A Cut Above Landscape	0.00	Yes	Brightview Landscape	44,104.00	Yes	Amaro Landscape Associates
Seed	0.00	Amaro Landscape Associates	A Cut Above Landscape	0.00	Yes	Brightview Landscape	319,171.00	Yes	Amaro Landscape Associates
Mulch/soil/fertilizer	0.00	Amaro Landscape Associates	A Cut Above Landscape	0.00	Yes	Brightview Landscape	16,172.00	Yes	Amaro Landscape Associates
Irrigation system/irrigation design/signed & sealed drawings	163,600.00	Amaro Landscape Associates	A Cut Above Landscape	201,991.00	Yes	Brightview Landscape	220,224.00	Yes	Amaro Landscape Associates
Sub bond - landscape & irrigation	11,068.00	Amaro Landscape Associates	A Cut Above Landscape	12,211.00	Yes	Brightview Landscape	13,944.00	Yes	Amaro Landscape Associates
03	Concrete			71,273.00		71,078.00		0.00	0.00
Site Concrete and Cast In Place Concrete - Site	71,273.00			71,273.00		71,078.00		0.00	0.00
Concrete/CMU Walls Package	69,875.00	Proshell Construction	Proshell Construction	69,875.00	Yes	Special Developments FL	47,978.00	Yes	
Footer formwork and rebar	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
Excavation for footer and pads	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
Compact grade for slab	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
Formwork for SOG	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
Vapor barrier	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
Wire mesh	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
SOG	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	13,978.00	Yes	
Fill ballards with concrete	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	3,478.00	Yes	
8" CMU wall	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
CMU rebar and grout	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	0.00	Yes	
Lay-out	0.00	Proshell Construction	Proshell Construction	0.00	Yes	Special Developments FL	4,250.00	Yes	
Sub Bond - Concrete/CMU	1,398.00	Proshell Construction	Proshell Construction	1,398.00	Yes	Special Developments FL	1,394.00	Yes	
05	Metal Fabrications/Pipe/Tube Railings			72,173.00		80,816.00		84,490.00	26,576.00
45" Double swing gate - galvanized steel	52,908.00	Skyline Steel Inc.	Skyline Steel Inc.	52,908.00	Yes	Special Developments FL	16,971.00	Yes	LTG Carlson Fence
Two 25' gates - galvanized steel	0.00	Skyline Steel Inc.	Skyline Steel Inc.	0.00	Yes	Special Developments FL	22,828.00	Yes	LTG Carlson Fence
Gate posts	0.00	Skyline Steel Inc.	Skyline Steel Inc.	0.00	Yes	Special Developments FL	0.00	Yes	LTG Carlson Fence
Two galvanized steel swing gates - dumpster enclosure	0.00	Skyline Steel Inc.	Skyline Steel Inc.	0.00	Yes	Special Developments FL	31,642.00	Yes	LTG Carlson Fence
Galvanized steel pipe ballards (with install)	5,000.00	Skyline Steel Inc.	Skyline Steel Inc.	5,000.00	Yes	Special Developments FL	0.00	No	Duval Sheet Metal
Sub Bond - Steel Package	1,317.00	Skyline Steel Inc.	Skyline Steel Inc.	1,317.00	Yes	Special Developments FL	1,425.00	Yes	LTG Carlson Fence
6" Black Vinyl Chainlink Fence - Not Included	0.00	Skyline Steel Inc.	Skyline Steel Inc.	0.00	No	Special Developments FL	0.00	No	LTG Carlson Fence
Split rail fence	7,950.00	LTG Carlson Fence	Skyline Steel Inc.	7,950.00	No	Special Developments FL	7,950.00	No	LTG Carlson Fence
Allowance - One additional column, footing, stucco at dumpster enclosure	5,000.00	KL QTY Survey	KL QTY Survey	0.00			0.00		
09	Finishes			41,559.00		39,632.00		0.00	0.00
Plaster and gypsum board	20,094.00			20,094.00		24,922.00		0.00	0.00
Cement Plastering/Stucco	20,094.00			20,094.00		24,922.00		0.00	0.00
3 coat stucco system	19,700.00	Atlantic Interior Services	Atlantic Interior Services	19,700.00	Yes	Special Developments FL	24,433.00	Yes	
Cornerbeads, stucco stops, step beads, reveals - PVC	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	Yes	
All exterior building corners to have PVC corner beads	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	Yes	
Lap siding stucco at architectural fence wall	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	No	
Daily clean-up	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	Yes	
Sub bond - Stucco	394.00	Atlantic Interior Services	Atlantic Interior Services	394.00	Yes	Special Developments FL	489.00	Yes	
Paints and coatings	21,464.00			21,464.00		14,610.00		0.00	0.00
Painting/Wallcovering	21,464.00			21,464.00		14,610.00		0.00	0.00
Entrance wall logo - Allowance	14,324.00	Special Developments FL	Atlantic Interior Services	14,324.00	No	Special Developments FL	14,324.00	Yes	
1 primer coat, 2 finish coats	7,000.00	Atlantic Interior Services	Atlantic Interior Services	7,000.00	Yes	Special Developments FL	0.00	Yes	
Sherwin Williams Loxon topcoat and primer	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	Yes	
Color - TBD	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	Yes	
Daily clean-up	0.00	Atlantic Interior Services	Atlantic Interior Services	0.00	Yes	Special Developments FL	0.00	Yes	
Sub bond - Paint	140.00	Atlantic Interior Services	Atlantic Interior Services	140.00	Yes	Special Developments FL	286.00	Yes	

10	Electrical	459,476.00		645,914.00		497,336.00		459,476.00		0.00			
	Electrical - 26	459,476.00		645,914.00		497,336.00		459,476.00		0.00			
	Electrical Site Package	446,500.00	Bradford Electric	Current Connections	535,000.00	Yes	Pomeroy Electric	399,500.00	Yes	Bradford Electric	446,500.00	Yes	0.00
	New site lighting - fixtures, U/G conduit, wire	0.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	0.00	Yes	Bradford Electric	0.00	Yes	0.00
	Free standing electrical service	0.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	0.00	Yes	Bradford Electric	0.00	Yes	0.00
	FPL furnished 5" conduit (primary power by FPL)	0.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	0.00	Yes	Bradford Electric	0.00	Yes	0.00
	Safe-off for demolition	5,200.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	5,200.00	Yes	Bradford Electric	5,200.00	No	0.00
	Permit Fees	0.00	Bradford Electric	Current Connections	0.00	No	Pomeroy Electric	5,800.00	Yes	Bradford Electric	0.00	Yes	0.00
	Temp Power	0.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	6,180.00	Yes	Bradford Electric	0.00	Yes	0.00
	Lift Station feeder to new service	0.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	59,800.00	Yes	Bradford Electric	0.00	Yes	0.00
	Irrigation feeder to new service	0.00	Bradford Electric	Current Connections	0.00	Yes	Pomeroy Electric	1,500.00	Yes	Bradford Electric	0.00	Yes	0.00
	Sub bond - electrical	6,776.00	Bradford Electric	Current Connections	10,914.00	Yes	Pomeroy Electric	9,556.00	Yes	Bradford Electric	6,776.00	Yes	0.00



NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY



October 10, 2023

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

RE: Palm Beach County, as Obligee
Lake Lytal Aquatic Complex – Phase 2 Site Development, Project #17218, as Project
Bond No. 107732971

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 Obligee, 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: nielsonbonds.com



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

POWER OF ATTORNEY

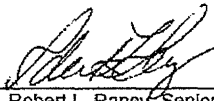
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

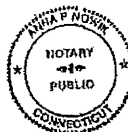
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

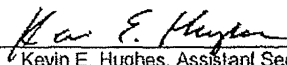
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

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

PUBLIC CONSTRUCTION BOND

BOND NUMBER 107732971

BOND AMOUNT \$8,978,522.00

CONTRACT AMOUNT \$8,978,522.00

CONTRACTOR'S NAME: Kaufman Lynn Construction, Inc.

CONTRACTOR'S ADDRESS: 3185 South Congress Avenue, Delray Beach, FL 33445

CONTRACTOR'S PHONE: (561) 886-4336

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: Lake Lytal Aquatic Complex – Phase 2 Site Development

PROJECT NUMBER: 17218

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

DESCRIPTION OF WORK: The scope of work is to cover the phase 2 site development

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 \$8,978,522.00

(Eight Million Nine Hundred Seventy-Eight Thousand Five Hundred Twenty-Two & Zero 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 2 Site Development
Project No.: 17218
Project Description: Phase 2 site development
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 2 Site Development, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

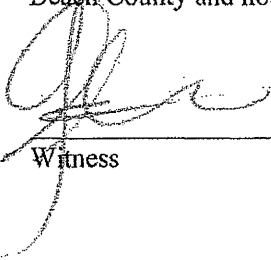
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's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

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

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

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

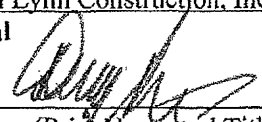
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated November 17, 2023



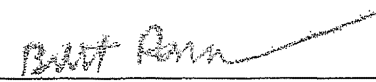
Witness

Rita Lazarides

Witness Rita Lazarides

Kaufman Lynn Construction, Inc.
Principal _____ (Seal)


(Print Name and Title)

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


(Print Name and Title)

Brett Rosenhaus, Attorney-in-Fact &
Florida 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



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 **Brett Rosenhaus** of **DELRAY BEACH**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

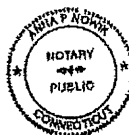
City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowlk, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

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

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Kaufman Lynn Construction, Inc. and Surety Name: Travelers Casualty and Surety Company of America.


We the undersigned hereby guarantee that the (Lake Lytal Aquatic Complex – Phase 2 Site Development, 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.

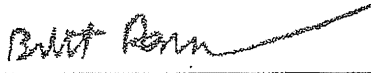
DATED _____
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

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

By: 
(Contractor Signature)
Douglas Summs
Chief Financial Officer
(Print Name and Title)

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

By: 
(Surety Signature)

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

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



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 **Brett Rosenhaus** of **DELRAY BEACH**, Florida, their true and lawful Attorney(s)-In-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

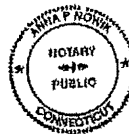
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

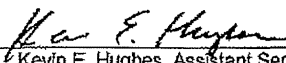
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2021.




 Kevin E. Hughes, Assistant Secretary

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

SOLICITATION/PROJECT/BID NAME: Lake Lytal Aquatic Complex - Site Work Phase II

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 ADDRESS: 3185 S Congress Avenue, Delray Beach FL 33445

CONTACT PERSON: Mark Rast PHONE NO.: 561397-2008 E-MAIL: mrast@kaufmanlynn.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,529,770

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

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	(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
	1. Big D Paving Co. Inc 6622 Wallis Road, West Palm Beach, FL 33413	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$3,390,051	
2. WBI (2ND Tier)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		\$1,668,742				
3. E2 Squared Development Corp. 7040 Seminole Pratt Whitney RD 33470 (2ND Tier)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$161,570					
4. Amaro Landscape Associates 13375 SW 127th Miami, FL 33186	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$564,462		
5. Proshell Construction Services, Inc. 2731 Vista Parkway, Suite D-10 West Palm Beach, FL 33411	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$71,273		
Total					\$161,570	\$1,668,742		\$4,025,786.		

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ \$6,394,180

Total Certified S/M/WBE Participation \$ \$1,766,715

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

Name & Authorized Signature

VP

Title

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

SOLICITATION/PROJECT/BID NAME: Lake Lytal Aquatic Complex - Site Work Phase II

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 ADDRESS: 3185 S Congress Avenue, Delray Beach FL 33445

CONTACT PERSON: Mark Rast PHONE NO.: 561397-2008 E-MAIL: mrast@kaufmanlynn.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,529,770

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

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	(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
1. Skyline Steel, Inc, 4987 NW 23rd Ave. Ft. Lauderdale, FL 33309	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$52,906		
2. Atlantic Interior Services, Inc. 208 N US 1, Tequesta, FL 33413	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$26,700		
3. Bradford Electric Inc. 1251 Jupiter Park Drive, Jupiter, FL 33458	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				\$458,476		
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total \$538,082

Total Bid/Offer Price \$ \$6,394,180

Total Certified S/M/WBE Participation \$ 1,766,715

I hereby certify that the above information is accurate to the best of my knowledge: Jon Tori VP
 Name & Authorized Signature Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 17218

SOLICITATION/PROJECT NAME: Lake Lytal Aquatic Complex - Site Work Phase II

Prime Contractor: Kaufman Lynn Construction Subcontractor: Big D Paving

(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 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 checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

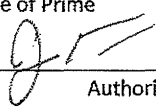
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or 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.

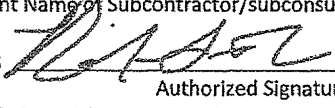
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Big D Paving	LS	1		\$3,390,051
2	WBI	LS	1		1,668,742
3	E2 Squared	LS	1		161,570

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: \$5,220,363

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.

WBI / E2 Squared Price or Percentage: 1,830,312
 Name of 2nd/3rd tier Subcontractor/subconsultant

Kaufman Lynn Construction
 Print Name of Prime
 By: 
 Authorized Signature
 Jon Tori
 Print Name
VP
 Title
 Date: 11-20-2023

Big D Paving Company, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Richard T. South II
 Print Name
Vice President
 Title
 Date: 11/13/23

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 - Site Work Phase II

Prime Contractor: Big D Paving Subcontractor: E2 SQUARED

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

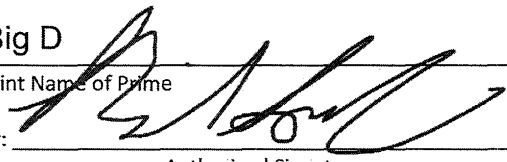
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed 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.

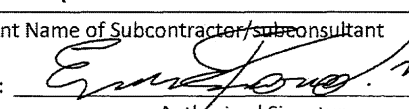
Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	E2 Squared	LS	1		161,570

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: \$161,570

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.

E2 Squared Price or Percentage: 161,570
 Name of 2nd/3rd tier Subcontractor/subconsultant

Big D
 Print Name of Prime
 By: 
 Authorized Signature
 Richard T. South II
 Print Name
 Vice President
 Title
 11/2/23
 Date:

E2 Squared
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
 Evans Eximond
 Print Name
 President
 Title
 11/01/2023
 Date:

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 17218

SOLICITATION/PROJECT NAME: Lake Lytal Aquatic Complex - Site Work Phase II

Prime Contractor: Big D Paving Subcontractor: WBI

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

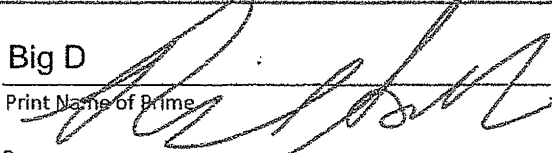
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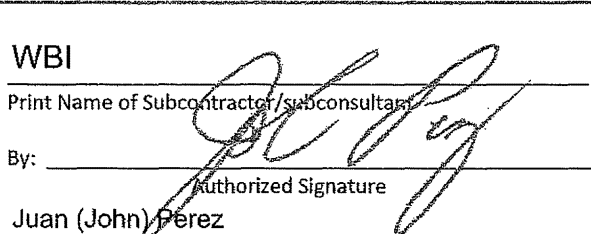
Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	WBI	LS	1		1,688,742

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: \$1,668,742

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.

WBI Price or Percentage: 1,668,742
 Name of 2nd/3rd tier Subcontractor/subconsultant

Big D

 Print Name of Prime
 By: _____
 Authorized Signature
Richard T. South II
 Print Name
Vice President
 Title
 Date: 11/1/23

WBI

 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
Juan (John) Pérez
 Print Name
President
 Title
 Date: 11-01-23

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 17218

SOLICITATION/PROJECT NAME: Lake Lytal Aquatic Complex - Site Work Phase II

Prime Contractor: Kaufman Lynn Construction Subcontractor: Amaro Landscape Associates

(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 checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> 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
1	Landscape/Irrigation	LS	1		\$564,462

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: \$564,462

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

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

Kaufman Lynn Construction
 Print Name of Prime
 By: _____
 Authorized Signature
Jon Tori
 Print Name
VP
 Title
 Date: 10/26/2023

Amaro Landscape Assoc.
 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
Joel Amaro
 Print Name
President
 Title
 Date: 10/5/23

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 - Site Work Phase II

Prime Contractor: Kaufman Lynn Construction

Subcontractor: Proshell Construction Services, Inc.

(Check box(es) that apply)

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

Date of Palm Beach County Certification (if applicable): 09-01-2021

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
1	Concrete/ Masonry	LS	1		\$71,273

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: \$71,273

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Kaufman Lynn Construction

Print Name of Prime

By:

[Signature]
Authorized Signature

Jon Tori

Print Name

VP

Title

Date:

10/26/2023

PROSHELL CONSTRUCTION SERVICES INC.

Print Name of Subcontractor/subconsultant

By:

[Signature]
Authorized Signature

JULIEN BEAUREGARD

Print Name

PRESIDENT

Title

Date:

10-26-2023

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 - Site Work Phase II

Prime Contractor: Kaufman Lynn Construction Subcontractor: Skyline Steel, 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 if applicable):

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1.	Misc. Metals	£5	1		\$52,906

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: \$52,906

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

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

Kaufman Lynn Construction
 Print Name of Prime
 By: _____
 Authorized Signature
 Jon Tori
 Print Name
 VP
 Title
 Date: 10/26/2023

Skyline Steel Inc
 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
 Robert Davis
 Print Name
 President
 Title
 Date: 10/26/2023

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 17218

SOLICITATION/PROJECT NAME: Lake Lytal Aquatic Complex - Site Work Phase II

Prime Contractor: Kaufman Lynn Construction Subcontractor: Atlantic Interior Services 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 if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> 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
1	Finishes	LS	1		\$26,700.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$26,700.00

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.

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

Kaufman Lynn Construction
 Print Name of Prime
 By: _____
 Authorized Signature
 Jon Tori
 Print Name
 VP
 Title
 Date: 10/28/2023

Atlantic Interior Services, Inc
 Print Name of Subcontractor/subconsultant
 By: _____
 Authorized Signature
 Russell Colodny
 Print Name
 VP
 Title
 Date: 10/05/2023

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 - Site Work Phase II

Prime Contractor: Kaufman Lynn Construction Subcontractor: Bradford Electric, 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 if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> 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
1	Electrical	LS	1		\$458,476

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: \$458,476

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

Kaufman Lynn Construction

Print Name of Prime

By: [Signature]
Authorized Signature

Jon Tori

Print Name

VP

Title

Date: 11/20/2023

Bradford Electric, Inc.

Print Name of Subcontractor/subconsultant

By: Dale A Godwin
Authorized Signature

Dale A Godwin

Print Name

Business Development

Title

Date: 11/13/2023



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**

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

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
 Affirmative Action Employer"*

Official Electronic Letterhead

DATE: December 1, 2023

TO: Mitchell Silverman, PMP, Project Manager, CID
 Facilities Development and Operations

FROM: Deirdre D. Kyle, Small Business Development Specialist III
 Office of Equal Business Opportunity

Tonya Davis Johnson, Director
 Office of Equal Business Opportunity

SUBJECT: Compliance Review on Lake Lytle Phase II

The Lake Lytle Phase 2 Site Package project has been evaluated for the established Affirmative Procurement Initiative (API) for the Construction Management Subcontracting Goal of 20% SBE participation of which 5% is MBE (African American or Hispanic American).

Construction Managers:	Kaufman Lynn Construction
Construction Subcontractor Costs:	\$6,394,180.00
SBE Participation:	\$1,766,715.00 (27.63%)
Of which	
MBE Participation:	\$1,668,742.00 (26.10%)

EVALUATION:

Kaufman Lynn Construction has achieved the API established by the Goal Setting Committee.

Project Name: Lake Lytal Aquatic Complex Project Number: 17218 Contractor: Kaufman Lynn Construction, Inc. Contract Date: June 8, 2021 Resolution Number: R2021-0750							Project Manager: Mitchell Silverman Contract Amount: N/A API SBE Goal: 25.0%						
Task Order	Work Order	Amendment Number	Amount	Amount Less CM	SBE Subs	AA/HA Subs	Requested By	Request Date	Services	Approved	Appr'd By	SBE %	AA/HA %
ORIGINAL CONTRACT										BCC			
Pre-Construction Phase													
1			\$86,385.37	\$21,300.00	\$21,300.00	\$0.00			Preconstruction Services		DIR	24.66%	0.00%
	Total		\$86,385.37	\$21,300.00	\$21,300.00							24.66%	0.00%
Construction Phase													
							Total	2,550,600.00	10,396,285.41	35.72%			
	1		\$1,417,763.41	\$783,885.00	\$783,885.00	\$0.00	Mitchell Silverman		GMP 1 - Phase 1 Tree Relocation	19-Sep-23	BCC	100.00%	0.00%
	2		\$8,978,522.00	\$6,394,180.00	\$1,766,715.00	\$1,668,742.00	Mitchell Silverman		GMP 2 - Phase 2 Site Development		BCC	27.63%	26.10%
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	Total		\$10,482,670.78	\$7,199,365.00	\$2,571,900.00	\$1,668,742.00						35.72%	23.18%