

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 15, 2022

Consent Regular
 Workshop Public Hearing

Department: Facilities Development and Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the construction manager (CM) at risk continuing contract (R2020-1689) with D. Stephenson Construction, Inc. in the amount of \$1,738,944 for the Water Utilities Division (WUD) Water Treatment Plant (WTP) No. 3 Buildings C & D Heating, Ventilation, And Air Conditioning (HVAC) Replacement and Building C Kitchen Renovation project establishing a Guaranteed Maximum Price (GMP) for construction management services for a period of 305 days from notice to proceed.

Summary: On November 17, 2020, the Board of County Commissioners (Board) approved the continuing contract with D. Stephenson Construction, Inc. (R2020-1689) for construction management services for various capital projects. Amendment No. 1 authorizes construction management services at WTP No. 3 to remodel the existing two office areas, kitchen, two locker rooms, associated restrooms, and creation of a new mechanical room in the shop space. The work also includes replacing the HVAC systems at WUD WTP #3 Buildings C and D. The existing HVAC equipment has outlived its useful life and has become expensive to maintain. The construction manager will have 305 calendar days from notice to proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$180 per day. This continuing construction management contract was solicited pursuant to the requirements of the Equal Business Opportunity Ordinance (EBO). This continuing construction management contract was presented to the Goal Setting Committee on December 4, 2019 and the Committee established Affirmative Procurement Initiatives (API) of a small business enterprise (SBE) evaluation preference up to 10 points for the SBE Participation Plan and a mandatory 20% SBE subcontracting goal on the contract. SBE participation for this amendment is 23.83%. The cumulative SBE participation for the contract is 23.67%. D. Stephenson Construction, Inc. is a local business. The funding source for this project is from the Water Utilities Department Operations and Maintenance Fund. **(Capital Improvements Division) District 5 (MWJ)**

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

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 1
- 4. Construction Manager at Risk - Contract History

Recommended by: *Emmi C. Agal Colley* *10/14/22*
Department Director Date

Approved by: *JC Baker* *10/27/22*
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$1,738,944	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,738,944	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:			Yes	<u>X</u>	No
Does this item include use of federal funds?			Yes	_____	No <u>X</u>

Budget Account No: Fund 4001 Dept 720 Unit 2410 Object 4615

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

The funding source for this project is from the Water Utilities Department Operations and Maintenance Fund.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Reviewed 10/18/22
[Signature] 10/18/22 OFMB *JA* 10/18
[Signature] 10/24/22 Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/26/22
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 19524

Project Name: Water Utilities Department (WUD) Water Treatment Plant (WTP) # 3 Buildings C & D Kitchen Renovations and Heating Ventilation and Air Conditioning Replacement

Location: 13026 South Jog Road Delray Beach, FL



ATTACHMENT # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/06/2022

REQUESTED BY: William Munker

PHONE: 233-0265

PROJECT TITLE: WUD WTP #3 Bldgs. C&D Kitchen Renovations & HVAC Replacement
(Same as CIP or IST, if applicable)

IST PLANNING NO.:

ORIGINAL CONTRACT AMOUNT: N/A – Annual

BCC RESOLUTION#: R2018-1163

REQUESTED AMOUNT: \$1,738,944.00

DATE: 08/14/18

CSA or CHANGE ORDER NUMBER:

LOCATION: 13026 S. Jog Road, Delray Beach

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 19524

CONSULTANT/CONTRACTOR: D. Stephenson Construction, Inc.

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

GMP for construction services

CONSTRUCTION	\$1,738,944.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$1,738,944.00

* 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: 4001 DEPT: 720 UNIT: 2410 OBJ: 4615

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)

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

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

Other (source/type: user fees Amount \$1,738,944.00)

Department: Water Utilities

BAS APPROVED BY: 

DATE 9/7/2022

ENCUMBRANCE NUMBER: _____

AMENDMENT #1
D. STEPHENSON CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
WATER UTILITIES DIVISION (WUD) WATER TREATMENT PLANT (WTP) NO. 3
BLDGS. C & D & HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
REPLACEMENT AND BLDG. C KITCHEN RENOVATION
PROJECT NO. 19524

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 D. Stephenson Construction, Inc., authorized to do business in the State of Florida, whose federal tax ID# is 65-0313701, hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated 11/17/20 (R2020-1689) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract including Task Order #2, as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #2, Owner assigned Project No. 19524 (the Project) to Construction Manager under the Continuing Contract;

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for the Project, including the Construction Manager's fees calculated in accordance with the terms of the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing 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 Continuing 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 this 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 Continuing Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of \$1,738,944.00 for the construction phase of the Project. The GMP is based on the following: **Attachment A.** In the event of a conflict between the terms and conditions of the Continuing Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Continuing 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 **305** calendar days from the Notice to Proceed from Owner. Liquidated Damages are **\$180.00/day** for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Mandatory Subcontracting Goal. The County's Goal Setting Committee has established a mandatory minimum subcontracting goal for this Continuing Contract as follows:

The SBE subcontracting goal for this Continuing Contract is a mandatory minimum of 20% participation on the construction subcontracts during the construction phase of projects.

To date on this Continuing Contract, Construction Manager has achieved: 23.67%

On this Amendment, Construction Manager will provide: 23.83%

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

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

7. Contract Modifications. The Continuing Contract is modified as follows:

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:

<i>Worker's Compensation and Employer's Liability</i>	
<i>Coverage not less than</i>	<i>statutory</i>
<i>Employer's Liability Limits</i>	<i>\$500,000/\$500,000/\$500,000</i>

The following general condition is added to the Contract General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 *Construction Manager warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's trade contractors and subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021 use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.*

83.2 *Construction Manager shall obtain from each of its trade contractors and subcontractors an affidavit stating that the trade subcontractor or subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Construction Manager shall maintain a copy of any such affidavit from a trade contractor or subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.*

83.3 *Owner shall terminate this Contract if it has a good faith belief that Construction Manager has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

83.3.1 *If Owner has a good faith belief that Construction Manager's trade contractor or subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Construction Manager to terminate its contract with the trade contractor or subcontractor and Construction Manager shall immediately terminate its contract with the trade contractor or subcontractor.*

83.4 *If Owner terminates this Contract pursuant to the above, Construction Manager shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Construction Manager shall also be liable for any additional costs incurred by Owner as a result of the termination.*

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

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Project Name: WUD WTP #3 Bldgs. C&D HVAC Replacement and Bldg. C Kitchen Renovation
Project No. 19524

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

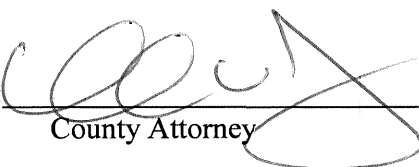
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS

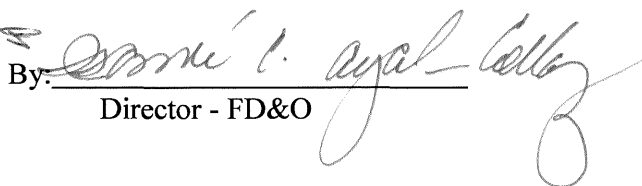
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Director - FD&O

Project Name: WUD WTP #3 Bldgs. C&D HVAC Replacement and Bldg. C Kitchen Renovation
Project No. 19524

WITNESS: FOR CONSTRUCTION
MANAGER SIGNATURE



Signature

Thomas Govan

Name (type or print)

CONSTRUCTION MANAGER:
D. Stephenson Construction, Inc.



Signature

Dwight Stephenson

Name (type or print)

CEO

Title

(Corporate Seal)

**ATTACHMENT A
GMP SUMMARY**



SBE GOAL \$347,789 20.00%
 SBE PARTICIPATION \$414,454 23.83%

GMP (DRAFT)

Date: May 6, 2022 (Rev 08/29/22)

Job Name: PBC Water Treatment Plant #3 - PBC Project #19524

Brief Description: Renovation of Process Bldg & Generator Bldg

Estimator: BWB

Job Size: 4,743 SF

CSI CODE	DESCRIPTION	BID AMOUNT	SUB / VENDOR	\$ / SF	%JOB
	GENERAL CONDITIONS	\$216,979	DSC	\$ 45.75	12.48%
02-0000-S	SITework				
<u>02-0500-S</u>	Demolition	\$63,785	Alien Construction	\$ 13.45	3.67%
<u>02-4500-S</u>	Material Testing	\$2,500	Allowance	\$ 0.53	0.14%
<u>02-8000-S</u>	Landscape & Irrigation	\$5,000	Budget	\$ 1.05	0.29%
	DIVISION 02 TOTAL	\$71,285		\$ 15.03	4.10%
03-0000-S	CONCRETE				
<u>03-3000-S</u>	Concrete	\$34,528	Alien Constr	\$ 7.28	1.99%
	DIVISION 03 TOTAL	\$34,528		\$ 7.28	1.99%
04-0000-S	MASONRY (WITH CONCRETE)				
05-0000-S	METALS (NOT USED)				
06-0000-S	WOOD & PLASTICS				
<u>06-4100-S</u>	Millwork/Cabinets/Vanities	\$12,010	Advanced Millwork	\$ 2.53	0.69%
<u>06-6500-S</u>	Cultured Marble Panels	\$5,297	Classic Systems	\$ 1.12	0.30%
	DIVISION 06 TOTAL	\$17,307		\$ 3.65	1.00%
07-0000-S	THERMAL & MOISTURE				
<u>07-2200-S</u>	Fireproofing / Firesafing	\$1,500	Allowance	\$ 0.32	0.09%
<u>07-5100-S</u>	Roofing	\$12,000	Allowance	\$ 2.53	0.69%
	DIVISION 07 TOTAL	\$13,500		\$ 2.85	0.78%
08-0000-S	DOORS & WINDOWS				
<u>08-7000-S</u>	Doors/Frames/Hardware	\$9,975	Lotspeich Co	\$ 2.10	0.57%
	DIVISION 08 TOTAL	\$9,975		\$ 2.10	0.57%
09-0000-S	FINISHES				
<u>09-2600-S</u>	Drywall	\$44,775	Lotspeich	\$ 9.44	2.57%
<u>09-3100-S</u>	Flooring	\$47,975	Brian's Carpet	\$ 10.11	2.76%
<u>09-5100-S</u>	Acoustical Ceiling	\$22,142	Lotspeich	\$ 4.67	1.27%
<u>09-9000-S</u>	Painting	\$7,798	A-1 Paint	\$ 1.64	0.45%
	DIVISION 09 TOTAL	\$122,690		\$ 25.87	7.06%
10-0000-S	SPECIALTIES				
<u>10-8000-S</u>	Miscellaneous Specialties	\$42,770	Alien Constr	\$ 9.02	2.46%
	DIVISION 10 TOTAL	\$42,770		\$ 9.02	2.46%
11-2000-S	Residential Appliances	\$2,500	Allowance	\$ 0.53	0.14%
	DIVISION 11 TOTAL	\$2,500		\$ 0.53	0.14%
12-0000-S	FURNISHINGS (NOT USED)				
13-0000-S	SPECIAL CONSTRUCTION (NOT USED)				
14-0000-S	CONVEYING SYSTEMS (NOT USED)				
15-0000-S	MECHANICALS				
<u>15-4000-S</u>	Plumbing	\$77,992	Stokes Plumbing	\$ 16.44	4.49%
<u>15-8000-S</u>	HVAC	\$490,578	Solo AC	\$ 103.43	28.21%
	DIVISION 15 TOTAL	\$568,570		\$ 119.88	32.70%
16-0000-S	ELECTRICAL				
<u>16-1000-S</u>	Electrical	\$165,163	Lightning Electric	\$ 34.82	9.50%
	DIVISION 16 TOTAL	\$165,163		\$ 34.82	9.50%
	SUBTOTAL	\$1,265,267		\$ 266.77	72.76%

Date: May 6, 2022 (Rev 08/29/22)

Job Name: PBC Water Treatment Plant #3 - PBC Project #19524

Brief Description: Renovation of Process Bldg & Generator Bldg

Estimator: BWB

Job Size: 4,743 SF

CSI CODE	DESCRIPTION		BID AMOUNT		SUB / VENDOR	\$ / SF	%JOB
19-3000-O	Builder's Fee		\$88,569	7.00%		\$ 18.67	5.09%
19-1000-O	DSC CONTINGENCY		\$250,000		\$ -	\$ 52.71	14.38%
	INSURANCE & BONDS						
19-2300-O	Subcontractor Bonds	INCLUDED	In Trades				
19-2200-O	Builder's Risk Ins. & Ded. (Allowance)	INCLUDED	\$50,000			\$ 10.54	2.88%
19-2100-O	General Liability & Umbrella	INCLUDED	\$17,081	1.35%		\$ 3.60	0.98%
19-2000-O	Payment/Performance Bond	INCLUDED	\$27,027			\$ 5.70	1.55%
	PERMIT & FEE						
19-3300-O	Permit Fees Allowance	INCLUDED	\$41,000			\$ 8.64	2.36%
19-3200-O	Concurrency & Impact Fees	EXCLUDED	\$0	0.00%		\$ -	0.00%
19-3100-O	Threshold & Special Inspections	EXCLUDED	\$0	0.00%		\$ -	0.00%
	TOTAL PROPOSED GMP		\$1,738,944			\$ 366.63	100.00%

PUBLIC CONSTRUCTION BOND

BOND NUMBER 800116199

BOND AMOUNT \$1,738,944.00

CONTRACT AMOUNT \$1,738,944.00

CONTRACTOR'S NAME: D. Stephenson Construction, Inc.

CONTRACTOR'S ADDRESS: 6241 North Dixie Highway, Ft. Lauderdale, FL 33334

CONTRACTOR'S PHONE: (954) 315-7020

SURETY COMPANY: Atlantic Specialty Insurance Company

SURETY'S ADDRESS: 605 Highway 169 North, Suite 800

Plymouth, Minnesota 55441

SURETY'S PHONE: (781) 332-7000

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: Water Utility Department Water Treatment Plant #3 Bldg. C & D HVAC
Replacement and Building C Kitchen Renovation

PROJECT NUMBER: 19524

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

DESCRIPTION OF WORK: Replacement of 7.5 ton HVAC units in Buildings C&D and Kitchen
Renovation in Building C.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: 13026 S. Jog Road, Delray Beach, FL 33446

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

*MU
9.30.22*

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

One Million, Seven Hundred Thirty Eight Thousand, Nine Hundred Forty Four Dollars
\$1,738,944.00

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: WUD WTP #3 Bldgs. C&D HVAC Replacement and Building C
Kitchen Renovations
Project No.: 19524
Project Description: Replacement of 7.5 ton HVAC units in Buildings C&D and Kitchen
Renovations in Building C.
Project Location: 13026 S. Jog Road, Delray Beach, FL 33446

in accordance with Drawings and Specifications prepared by

Johnson Levinson Ragan Davila, Inc.
1450 Centrepark Blvd, Suite 350
West Palm Beach, FL 33401
(561) 689-2303

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:

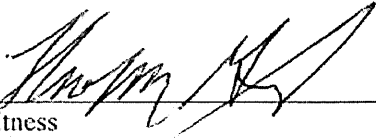
1. Performs the contract between Principal and County for the construction of WUD WTP #33 Bldgs. C&D HVAC Replacement and Building C Kitchen Renovation, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments 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.

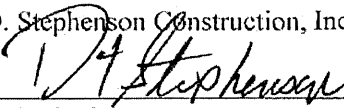
Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated September 26, 2022.



Witness

Kanani Cordero

Witness Kanani Cordero

D. Stephenson Construction, Inc.


Principal (Seal)

Dwight Stephenson, CEO

(Print Name and Title)

Atlantic Specialty Insurance Company


Surety (Seal)

Brett A. Ragland, Attorney-in-Fact & Florida
Licensed Resident Agent

Inquiries: 407-843-1120
(Print Name and Title)

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: D. Stephenson Construction, Inc. and Surety
Name: Atlantic Specialty Insurance Company

We the undersigned hereby guarantee that the (WUD WTP #3 Bldgs. C&D HVAC Replacement and Bldg. C Kitchen Renovation, Project #19524) 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.

DATE

(Date to be filled in at substantial completion)

SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

D. Stephenson Construction, Inc.
(Contractor Name) (Seal)

By: *D. Stephenson*
(Contractor Signature)

Dwight Stephenson, CEO
(Print Name and Title)

Atlantic Specialty Insurance Company
(Surety Name) (Seal)

By: *Brett A. Ragland*
(Surety Signature)

Brett A. Ragland, Attorney-In-Fact and Florida
Licensed Resident Agent
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Joseph D. Johnson, Jr., Joseph D. Johnson, III, Brett A. Ragland, Tyler Ragland, Kanani Cordero, Laura Krajczewski**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

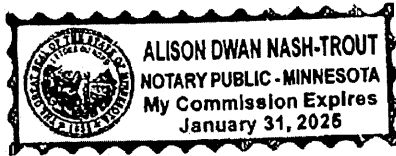
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2022

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

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

PRODUCER Collinsworth, Alter, Fowler & French, LLC 15050 NW 79th Court Suite 200 Miami Lakes, FL 33016	CONTACT NAME:
	PHONE (A/C, No, Ext): (305) 822-7800 FAX (A/C, No): (305) 362-2443 E-MAIL ADDRESS:
INSURED D Stephenson Construction, Inc. 6241 North Dixie Highway Ft. Lauderdale, FL 33334	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : The Continental Insurance Company
	INSURER B : North River Insurance Company 21105
	INSURER C : Indian Harbor Ins. Co. 36940
	INSURER D : Travelers Property & Casualty Co. of America 25674
	INSURER E : INSURER F :

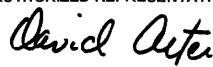
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:	X		6081568045	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6081568059	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5821177905	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6081568028	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof/Poll Liab			PEC002855912	11/1/2021	11/1/2022	Occurrence/Aggregate \$ 1,000,000
D	Equipment Floater			QT6607809N402	7/10/2021	7/10/2022	Leased/Rented \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: 16215-Canyon Branch Library.

Palm Beach county Commissioners, a political subdivision of the state of Florida, its officers, employees and agents, c/o Facilites Development & Operations Department are included as additional insureds with respects to General Liability when required by written contract or permit

CERTIFICATE HOLDER Palm Beach county c/o Capital Improvements Division 2633 Vista Parkway1 West Palm Beach, FL 33411-5603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBC Water Treatment Plant # 3 Renovation
 NAME OF PRIME RESPONDENT/BIDDER: D. Stephenson Construction, Inc
 CONTACT PERSON: Shane Tedder
 SOLICITATION OPENING/SUBMITTAL DATE: 03/17/22

SOLICITATION/PROJECT/BID No.: 19524
 ADDRESS: 6241 N Dixie Hwy Fort Lauderdale, FL 33334
 PHONE NO.: 954-315-7020 E-MAIL: stedder@dstephenson.com
 DEPARTMENT: Estimating

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. D. Stephenson Construction Inc 6241 North Dixie Hwy Fort Lauderdale, FL 33334 (954) 315-7020	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$291,221.00	_____	_____	_____	_____
2. Total Solutions Contractors, INC 3940 10th Ave Suite 5A Lake worth, FL 33461 (561) 629-3180	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$52,435.00	_____	_____	_____	_____
3. Gamax Consulting, Inc 13876 SW 56th Ter Suite 456 Miami, FL 33175 (786) 709-8124	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$3,000.00
4. American Safety Solutions 1661 Swant Terrace North Fort Myers, FL 33903 (561) 289-2330	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$3,000.00
5. Un-Committed Scope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$364,500.00

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ \$1,738,944.00 Total SBE - M/WBE Participation \$414,454.00

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

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION


SOLICITATION/PROJECT/BID NAME: PBC Water Treatment Plant # 3 Renovation
 NAME OF PRIME RESPONDENT/BIDDER: D. Stephenson Construction, Inc
 CONTACT PERSON: Shane Tedder
 SOLICITATION OPENING/SUBMITTAL DATE: 03/17/22

SOLICITATION/PROJECT/BID No.: 19524
 ADDRESS: 6241 N Dixie Hwy Fort Lauderdale, FL 33334
 PHONE NO.: 954-315-7020 E-MAIL: stedder@dstephen.com
 DEPARTMENT: Estimating

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Alen Construction Group 5337 Orange Dr Davle, FL 33314 (954) 252-1372	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$141,083.00	_____	_____	_____
2. Advance Woodworking Ind. 3601 NE 4th Ave Oakland Park, FL 33334 (954) 634-3100	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$12,010.00	_____
3. Classic Systems 8300 Currency Dr West Palm Beach, FL 33404 (561) 848-4635	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$5,297.00
4. Lotspeich Co. of Florida, Inc. 6351 NW 28th Way, Suite A Fort Lauderdale, FL 33309 (954) 978-2388	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$76,892.00	_____
5. Brian's Carpet & Commercial Flooring, Inc. 5401 N. Haverhill Rd Suite 113 West Palm Beach, FL 33407 (561) 242-9500	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$47,975.00	_____

(Please use additional sheets if necessary)

	Total	
Total Bid Price \$ <u>\$1,738,944.00</u>	Total SBE - M/WBE Participation	<u>\$414,454.00</u>
I hereby certify that the above information is accurate to the best of my knowledge:	 _____ Signature	CEO _____ Title

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBC Water Treatment Plant # 3 Renovation
 NAME OF PRIME RESPONDENT/BIDDER: D. Stephenson Construction, Inc
 CONTACT PERSON: Shane Tedder
 SOLICITATION OPENING/SUBMITTAL DATE: 03/17/22

SOLICITATION/PROJECT/BID No.: 19524
 ADDRESS: 6241 N Dixie Hwy Fort Lauderdale, FL 33334
 PHONE NO.: 954-315-7020 E-MAIL: stedder@dstephenson.com
 DEPARTMENT: Estimating

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. A-1 Paint, Inc. of Palm Beach 1018 5th Ave North Lake Worth, FL 33480 (561) 588-4749	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$7,798.00	_____
2. Stokes Mechanical Contractor, Inc. 2001 7th Ave N. Lake Worth, FL 33481 (561) 582-3589	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$77,992.00	_____
3. Solo Air Conditioning & Heating Co., Inc. 6135 NW 167th St Suite E5 Hialeah, FL 33015 (305) 591-9840	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	\$490,578.00	_____
4. Lightning Electric Inc. 4810 Georgia Ave West Palm Beach, FL 33405 (561) 965-2323	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$165,163.00	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ <u>\$1,738,944.00</u>	Total SBE - M/WBE Participation <u>\$414,454.00</u>
--	---

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

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: N/A

(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 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	General Conditions		Lump Sum		\$176,258.00
2	Net Construction Phase Fee		Lump Sum		\$70,855.00
3	Insurance & Bond		Lump Sum		\$44,108.00

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: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc

Print Name of Prime

By: *D. Stephenson*
Authorized Signature

Dwight Stephenson

Print Name

CEO

Title

Date: 8-31-22

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Total Solutions Contractors, INC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 11/18/2021

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 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	On-Site Staffing		Lump Sum		\$34,721.00
2	Net Construction Phase Fee		Lump Sum		\$17,714.00

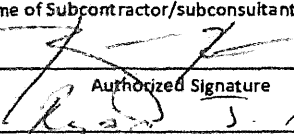
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc
 Print Name of Prime
 By: 
 Authorized Signature
Dwight Stephenson
 Print Name
CEO
 Title
 Date: 8-31-22

Total Solutions Contractors, INC
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
Raymond S. Robinson
 Print Name
President
 Title
 Date: 1/30/22

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Gamax Consulting, 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 type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

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

Line Item	Item Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Scheduling	3,000	Lump Sum		3,000

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc
 Print Name of Prime
 By: *D. Stephenson*
 Authorized Signature
Dwight Stephenson
 Print Name
CEO
 Title
 Date: 8-31-22

Gamax Consulting, Inc
 Print Name of Subcontractor/subconsultant
 By: *Claudia Gabuardi*
 Authorized Signature
Claudia Gabuardi
 Print Name
President
 Title
 Date: 8/23/22

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: American Safety Solutions

(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 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	Safety Inspections	3,000	Lump Sum		3,000

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

D. Stephenson Construction, Inc

Print Name of Prime
By: D. Stephenson
Authorized Signature

Dwight Stephenson
Print Name

CEO
Title

Date: 8-31-22

American Safety Solutions

Print Name of Subcontractor/subconsultant
By: W.R. Neal
Authorized Signature

William R. Neal
Print Name

OWNER / PRESIDENT
Title

Date: 8/25/2022

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: N/A

(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 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	Un-Committed Scope		Lump Sum		\$364,500.00

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: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

D. Stephenson Construction, Inc

Print Name of Prime

By: *D. Stephenson*
Authorized Signature

Dwight Stephenson

Print Name

CEO

Title

Date: 8-31-22

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Alen Construction Group

(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 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	Demolition	\$41,200.00	Lump Sum	\$22,585.00	\$63,785.00
2	Concrete	\$16,400.00	Lump Sum	\$18,128.00	\$34,528.00
3	Miscellaneous Specialties	\$39,900.00	Lump Sum	\$2,870.00	\$42,770.00

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: 100%

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

n/a Price or Percentage: n/a

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Dwight Stephenson
 Print Name
CEO
 Title
 Date: 8-31-22

Alen Construction Group
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Ruben Alen
 Print Name
President
 Title
 Date: 8/23/2022

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Advanced Woodworking Ind.

(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

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	Millwork / Cabinets / Vanities	\$9,640.00	Lump Sum	\$2,370.00	\$12,010.00

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: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc

Print Name of Prime

By: *D. Stephenson*

Authorized Signature

Dwight Stephenson

Print Name

CEO

Title

Date: 8-31-22

Advanced Woodworking Ind.

Print Name of Subcontractor/subconsultant

By: *Tom Hoover*

Authorized Signature

Tom Hoover

Print Name

President

Title

Date: 8/24/2022

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Classic Systems

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Cultured Marble Panels	\$4,427.00	Lump Sum	\$870.00	\$5,297.00

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: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

D. Stephenson Construction, Inc

Print Name of Prime
By: D. Stephenson
Authorized Signature

Dwight Stephenson
Print Name
CEO
Title

Date: 8-31-22

Classic Systems

Print Name of Subcontractor/subconsultant
By: [Signature]
Authorized Signature

MAHESH KATEL
Print Name
EXEC DIRECTOR
Title

Date: 8-23-22

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Lotspeich Co. of Florida, 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	Doors / Frames / Hardware	\$9,975.00	Lump Sum	\$0.00	\$9,975.00
2	Drywall	\$32,000.00	Lump Sum	\$12,775.00	\$44,775
3	Acoustical Ceilings	\$19,200.00	Lump Sum	\$2,942.00	\$22,142.00

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: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

D. Stephenson Construction, Inc

Print Name of Prime

By: *D. Stephenson*

Authorized Signature

Dwight Stephenson

Print Name

CEO

Title

Date: 8-31-22

Lotspeich Co. of Florida, Inc.

Print Name of Subcontractor/subconsultant

By: *Mike Fel*

Authorized Signature

Print Name

PRESIDENT

Title

Date: 8-23-22

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Brian's Carpet & Commercial Flooring, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 3-21-2020

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	Flooring	\$40,775.00	Lump Sum	\$7,200.00	\$47,975.00

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: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc
 Print Name of Prime
 By: *D. Stephenson*
 Authorized Signature
 Dwight Stephenson
 Print Name
 CEO
 Title
 Date: 8-31-22

Brian's Carpet & Commercial Flooring, Inc.
 Print Name of Subcontractor/subconsultant
 By: *J. Heezen*
 Authorized Signature
 John Heezen
 Print Name
 Vice Pres
 Title
 Date: 08-23-2022

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: A-1 Paint, Inc. of Palm Beach

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (If applicable): 3/10/21

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	Painting	\$4,895.00	Lump Sum	\$2,903.00	\$7,798.00

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: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant _____

Price or Percentage: _____

D. Stephenson Construction, Inc

Print Name of Prime

By: [Signature]
Authorized Signature

Dwight Stephenson

Print Name

CEO

Title

Date: 8-31-22

A-1 Paint, Inc. of Palm Beach

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Roger Earl

Print Name

President

Title

Date: 8/24/22

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Stokes Mechanical Contractor, 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 checked="" 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	Plumbing	\$58,777.00	Lump Sum	\$19,215.00	\$77,992.00

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: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc
 Print Name of Prime
 By: *D. Stephenson*
 Authorized Signature
Dwight Stephenson
 Print Name
CEO
 Title
 Date: 8-31-22

Stokes Mechanical Contractor, Inc.
 Print Name of Subcontractor/subconsultant
 By: *S. Stokes*
 Authorized Signature
Susan Stokes
 Print Name
President
 Title
 Date: 8/23/22

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: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Solo Air Conditioning & Heating Co., 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 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	HVAC & Controls	\$400,570.00	Lump Sum	\$90,008.00	\$490,578.00

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: 100%

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

D. Stephenson Construction, Inc
 Print Name of Prime
 By: *D. Stephenson*
 Authorized Signature
 Dwight Stephenson
 Print Name
 CEO
 Title
 Date: 8-31-22

Solo Air Conditioning & Heating Co., Inc.
 Print Name of Subcontractor/subconsultant
 By: *[Signature]*
 Authorized Signature
 JOSE ESILBENZA
 Print Name
 Title
 Date: 8/29/2022

OEBO LETTER OF INTENT – SCHEDULE 2

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SOLICITATION/PROJECT NUMBER: 19524

SOLICITATION/PROJECT NAME: PBC Water Treatment Plant # 3 Renovation

Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Lightning 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):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<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	Electrical	\$100,361.00	Lump Sum	\$64,802.00	\$165,163.00

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: 100%

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

D. Stephenson Construction, Inc

Print Name of Prime

By: [Signature]
Authorized Signature

Dwight Stephenson

Print Name

CEO

Title

Date: 8-31-22

Lightning Electric Inc.

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

JEFFERY R. MELORIN

Print Name

PRESIDENT

Title

Date: 8/24/22

CM AT RISK HISTORY

Construction Manager:		D. Stephenson Construction, Inc.				Total:		1,820,767.50					SBE Goal:		20%	
Contract Award Date:		17-Nov-20				Waived:		0.00					Monitored By:		CID	
Resolution Number:		R2020-1689				Balance:		1,820,767.50		23.67%						
Annual Type:		Construction Manager @ Risk														
Expiration Date:		16-Nov-25														
Renewal Options:		No Renewals Remaining														
Task	Work Order	Amend Number	Amount	API Amount Waived	SBE Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	SBE %			
									Annual Contract	Annual Contract			0.00%			
													0.00%			
1			\$18,857.00		\$3,708.00	Gus Arnold	1-Jul-21	19339	Fire Station #33	Preconstruction services	14-Aug-21	DIR	19.66%			
2			\$25,342.50		\$5,128.50	Tom McNamara	26-Jan-22	19524	WUD WTP #3 Bldg. C&D Replacement	Preconstruction services	18-Mar-22	DIR	20.24%			
3			\$14,982.00		\$2,884.00	Bill Munker	25-May-22	2021-009976	WUD Pump Station Bldg. A	Preconstruction services	4-Aug-22	DIR	19.25%			
4			\$22,642.00		\$4,738.00	Bill Munker	25-May-22	2021-017947	WUD SROC & WTP #3 Roof Replacement	Preconstruction services	4-Aug-22	DIR	20.93%			
		1	\$1,738,944.00		\$414,454.00	Bill Munker	12-Sep-22	19524	WUD WTP #3 Bldg. C&D Replacement	GMP			23.83%			
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			Total		\$1,820,767.50	\$0.00		\$430,912.50					23.67%			