Agenda Item #: 66-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: March 11, 2025 [] Consent [X] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 6 to the continuing Construction Manager (CM) at Risk Services contract (R2020-1689) with D. Stephenson Construction, Inc. (D. Stephenson), establishing a Guaranteed Maximum Price (GMP) in the amount of \$1,230,572 for the pre-purchase phase of the Palm Beach Sheriff's Office (PBSO) Data Center project for a period of 330 calendar days from notice to proceed.

Summary: On November 17, 2020, the Board of County Commissioners (BCC) approved the continuing CM at Risk Services contract (R2020-1689) with D. Stephenson for construction management services for various capital projects. Amendment No. 6 establishes a GMP in the amount of \$1,230,572 for construction management services necessary for the pre-purchase phase of the PBSO Data Center project. The pre-purchase phase of the PBSO Data Center project includes, but is not limited to, the procurement of two (2) long lead time emergency generators for the PBSO Data Center. The CM will have 330 calendar days from notice to proceed to substantially complete the construction phase of the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$200 per day. This continuing CM at Risk Services contract was solicited pursuant to the requirements of the Equal Business Opportunity Ordinance (EBO). This continuing CM at Risk Services contract was presented to the Goal Setting Committee on December 4, 2019 and the Committee established Affirmative Procurement Initiatives (APIs) of a Small Business Enterprise (SBE) evaluation preference for the SBE Participation Plan and a mandatory minimum 20% SBE subcontracting goal on the contract. The SBE participation on the construction trade contracts for this Amendment is 100%. To date, the overall SBE participation on the continuing CM at Risk Services contract is 52.77%. In accordance with Attachment 3 of Policy and Procedures 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. Funding for this project is from the Public Building Improvement 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. 6 authorizes the construction management services necessary for the pre-purchase phase of the PBSO Data Center project.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 6
- 4. CM at Risk Services History Sheet

Recommended by:

Department Director

Date

Approved by:

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Fiscal Years 2025 2026 2027 2028 2029 Capital Expenditures \$1,232,152 **Operating Costs External Revenues** Program Income (County) In-Kind Match (County **NET FISCAL IMPACT** \$1,232,152 # ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget: Is this item using Federal Funds? Is this item using State Funds? Budget Account No: Fund 3804 **Unit** <u>B771</u> **Dept** 411 Object 6502 CONSTRUCTION \$1,230,572.00 STAFF COSTS 1,580.00 **CONTINGENCY** 0.00 **TOTAL** \$1,232,152.00 Recommended Sources of Funds/Summary of Fiscal Impact: B. Funding for this project is from the Public Building Improvement Fund. C. **Departmental Fiscal Review** III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development Comments: A. Contract Developinent and Control 26,2.3.25 В. Legal Sufficiency: Assistant County Attorney C. Other Department Review:

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

Department Director

ATTACHMENT #1

LOCATION MAP

Project No:

2023-012677

Project Name:

Location:

Palm Beach Sheriff's Office (PBSO) Data Center 3228 Gun Club Road, West Palm Beach, Florida 33406



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/5/24 REQUESTED B	Y: Terri Wolfe PHONE: 233-4408
PROJECT TITLE: PBSO Data Center (Same as CIP or IST, if appl	icable)
ORIGINAL CONTRACT AMOUNT: N/A	IST PLANNING NO.:
REQUESTED AMOUNT: \$1,249,350.00	BCC RESOLUTION#: R2020-1689 DATE: 11/17/2020
CSA or CHANGE ORDER NUMBER: GMP#1 EFDO # 2023-012677 Ref: P-2024-002236	
LOCATION: DESCRIPTION OF WORK/SERVICE LOCATION: Ne	BUILDING NUMBER: N/A w PBSO Data Center
PROJECT /W.O. NUMBER: N/A	
CONSULTANT/CONTRACTOR: D. Stephenson Const	ruction
PROVIDE A BRIEF STATEMENT OF THE SC CONSULTANT/CONTRACTOR: The contractor will reconstruction of the contractor will reconstruction.	OPE OF SERVICES TO BE PROVIDED BY THE release long lead generators and components only.
	es to design and provide Construction Administration for in 1,230,512 \sqrt{11/2024}
STAFF COSTS* \$1,580.00	1,230,572 No 1110
by FD&O. Unless there is a change in the scope of work, no a	f charges and your account will be charged upon receipt of this BAS dditional staff charges will be billed. If this BAS is for construction ual and reconciled at the end of the project. If the project requires led actual hours worked upon project completion.
BUDGET ACCOUNT NUMBER(S) (Specify distribution	on if more than one and order in which funds are to be used):
FUND: 3804 DEPT: 411	UNIT: 877) OBJ: 6502
	UNT: (check <u>and</u> provide detail for <u>all</u> that apply) Infrastructure Sales Tax (Amount \$)
	Federal (source/type: Amount \$)
	Impact Fees: (Amount \$)
Other (source/type:Amount \$)	
Department:	7
BAS APPROVED BY:	DATE 11/7/2024
ENCUMBRANCE NUMBER:	

AMENDMENT #6

D. Stephenson Construction, Inc.

TO CONTRACT FOR

CONSTRUCTION MANAGEMENT AT RISK SERVICES ON A CONTINUING CONTRACT BASIS

PROJECT NAME: PBSO Data Center PROJECT NO.: 2023-012677

This Amendment is made as of March 1 , Zozs 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 November 17, 2020 (R-2020-1689) (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 #8 as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #8, Owner assigned Project No. 2023-012677 (the Project) to Construction Manager under the Continuing Contract;

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for the prepurchase phase of 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 \$1,230,572.00 for the pre-purchase 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 330 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$200 per /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: 52.77% SBE participation date.

On this Amendment, Construction Manager will provide 100% SBE Participation

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
SunBiz Report or Affidavit of Signature Authority

and modified as follows:

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

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

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 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 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.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Name: PBSO Data Center Project Number: 2023-012677

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 G. Marino, Mayor
APPROVED AS TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Ord C. Ayal Colley Director - FD&O

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Project Name: PBSO Data Center Project Number: 2023-012677

WITNESS: FOR CONSTRUCTION MANAGER SIGNATURE	D. STEPHENSON CO	AGER : INSTRUCTION, INC.
Und A	Dt Stephenoc	
Signature	Signature	
Dinal Stephenson Name (type or print)	Dwight Steph Name (type or print)	ienson
	,	
	CEO	
	Title	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>
	(Corporate Seal)	



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation

D. STEPHENSON CONSTRUCTION, INC.

Filing Information

Document Number

V10640

FEI/EIN Number

65-0313701

Date Filed

01/30/1992

State

FL

Status

ACTIVE

Last Event

AMENDMENT

Event Date Filed

02/06/2012

Event Effective Date

NONE

Principal Address

6241 NORTH DIXIE HIGHWAY

SUITE 100

FORT LAUDERDALE, FL 33334

Changed: 04/28/2008

Mailing Address

6241 NORTH DIXIE HIGHWAY

SUITE 100

FORT LAUDERDALE, FL 33334

Changed: 04/28/2008

Registered Agent Name & Address

STEPHENSON, DWIGHT

6241 NORTH DIXIE HIGHWAY

SUITE 100

FORT LAUDERDALE, FL 33334

Name Changed: 05/02/2001

Address Changed: 04/28/2008

Officer/Director Detail
Name & Address

Title CEO, Secretary, Director

STEPHENSON, DWIGHT 6241 NORTH DIXIE HIGHWAY, #100 FORT LAUDERDALE, FL 33334

Title VSTD

STEPHENSON, DINAH 6241 NORTH DIXIE HIGHWAY, #100 FORT LAUDERDALE, FL 33334

Annual Reports

Report Year	Filed Date
2022	01/17/2022
2023	01/30/2023
2024	02/07/2024

Document Images

02/07/2024 ANNUAL REPORT	View image in PDF format
01/30/2023 ANNUAL REPORT	View image in PDF format
01/17/2022 ANNUAL REPORT	View image in PDF format
02/02/2021 ANNUAL REPORT	View image in PDF format
02/04/2020 ANNUAL REPORT	View image in PDF format
02/08/2019 ANNUAL REPORT	View image in PDF format
01/10/2018 ANNUAL REPORT	View image in PDF format
01/09/2017 ANNUAL REPORT	View image in PDF format
02/10/2016 ANNUAL REPORT	View image in PDF format
02/13/2015 ANNUAL REPORT	View image in PDF format
02/27/2014 ANNUAL REPORT	View image in PDF format
03/12/2013 ANNUAL REPORT	View image in PDF format
02/06/2012 Amendment	View Image in PDF format
01/20/2012 ANNUAL REPORT	View image in PDF format
01/25/2011 ANNUAL REPORT	View image in PDF format
04/20/2010 ANNUAL REPORT	View image in PDF format
04/23/2009 ANNUAL REPORT	View image in PDF format
04/28/2008 ANNUAL REPORT	View image in PDF format
04/30/2007 ANNUAL REPORT	View image in PDF format
01/25/2007 Amendment	View image in PDF format
05/22/2006 ANNUAL REPORT	View image in PDF format
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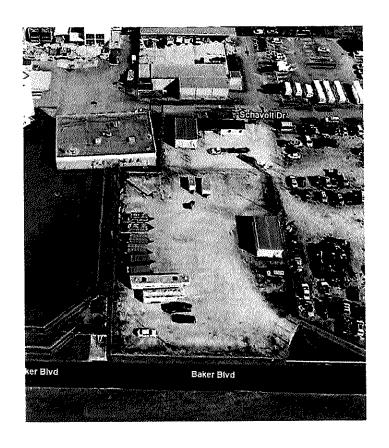
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Florida Department of State, Division of Cornerations

ATTACHMENT A GMP SUMMARY

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Palm Beach County
PBSO Data Center
Generator Pre Purchase
PBC Project No. 2023-012677

Preliminary GMP

Date: 11/06/24 Revised 11-26-24



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SECTION 2 CONTRACT DOCUMENTS

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SECTION 1

GUARANTEED MAXIMUM PRICE (GMP)

1A - GMP Cost Estimate Summary



Preliminary GMP Draft

S/M/WBE Requirments
Actual - S/M/WBE 100.0% \$1,020,608
Required - S/M/WBE 20.0% \$ 204,122

Date: 11/06/24

Job Name: PBC PBSO Data Center (Generator Purchase)

Brief Description: Pre Purchase 2 Emergency Generators

Brief Description: Pre Purchase 2 Emergency Generators Estimator: 9,574 Job Size: DESCRIPTION \$ / SF **CSI CODE BID AMOUNT** SUB / VENDOR %ЈОВ DSC 1.08% **GENERAL CONDITIONS** 13,320 1.39 02-0000-S SITEWORK (NOT USED) 03-0000-S **CONCRETE (NOT USED)** 04-0000-5 MASONRY (NOT USED) 05-0000-S METALS (NOT USED) WOOD & PLASTICS (NOT USED) 06-0000-5 THERMAL & MOISTURE (NOT USED) 07-0000-5 08-0000-s DOORS & WINDOWS (NOT USED) 09-0000-s FINISHES (NOT USED) 10-0000-S SPECIALTIES (NOT USED) 11-0000-S **EQUIPMENT (NOT USED)** 12-0000-S FURNISHINGS (NOT USED) 13-0000-S SPECIAL CONSTRUCTION (NOT USED) 14-0000-5 **CONVEYING SYSTEMS (NOT USED)** 15-0000-5 **MECHANICALS (NOT USED)** 16-0000-S ELECTRICAL Emergency Generator DIVISION 16 TOTAL <u>16-6700-S</u> \$1,020,608 Brown Electrical Solutions \$ 106.60 82.94% \$1,020,608 106.60 82.94% SUBTOTAL \$1,033,928 107.99 84.02% \$51,696 5.00% \$ 19-1000-O DSC CONTINGENCY \$ 5.40 4.20% **INSURANCE & BONDS** 19-2300-O \$0 0.00% 0.00% Subcontractor Bonds INCLUDED \$ 19-2200-0 2.44% \$30,000 0.00% 3.13 Builder's Risk Insurance & Deductibles Allowance INCLUDED \$ 19-2100-0 \$15,061 1.35% 1.22% 1.57 INCLUDED General Liability & Umbrella 19-2000-0 \$24,782 2.06% 2.01% Payment/Performance Bond INCLUDED 2.59 PERMIT & FEE 19-3300-0 Permit Fees Allowance EXCLUDED \$0 0.00% \$ 0.00% 19-3200-O Concurrency & Impact Fees EXCLUDED \$0 0.00% 0.00% 19-3100-0 \$ \$ Threshold & Special Inspections EXCLUDED \$0 0.00% 0.00% 19-3000-0 Builder's Fee \$75,105 6.50% 7.84 6.10% \$1,230,572 **TOTAL BASE ESTIMATE** 100.00% \$ 128.53



SECTION 1

GUARANTEED MAXIMUM PRICE (GMP)

1B - GMP Trade Estimate Detail



SECTION 1

GUARANTEED MAXIMUM PRICE (GMP)

1C – Qualifications & Assumptions



Palm Beach County PBSO Data Center Generator Pre Purchase

GMP Qualifications and Assumptions 11/06/24 Revised 11-26-24

This Proposal is limited to the purchase of the emergency generators and fuel tank and is based on the following qualifications.

1. ITEMS PROVIDED BY OWNER:

- a. Impact fees and / or jurisdictional assessments.
- b. Permit fees
- c. LEED requirements and/or facilitation of meeting any LEED requirements or certifications. (LEED criteria listed in specification will be followed as required).

2. EXCLUDED items: (or by others)

- a. Cost of meeting code compliance if not reflected in the contract documents.
- b. Additional costs resulting from incomplete design or from building department review after contract documents have been issued.
- c. Security guard.
- d. Specified warranties beyond those offered by the manufacturer.

3. ALLOWANCES:

All allowances are inclusive of all purchasing, delivery, storage and installation costs to create a complete system unless noted otherwise. Costs in excess of the allowance amount are to be funded by change order. Unused allowances will be credited back to the Owner. The following Allowances are included:

• Builder's risk insurance & deductibles

\$ 30,000

Division 01 - General Requirements

- 1. This GMP is contingent on a Direct Order Purchase (DOP) being issued by Palm Beach County for the purchase of the generators and fuel tank. Sales tax is included in the GMP and will be credited via change order back to the County upon execution of the DPO.
- 2. We have assumed the architect will provide CAD files for use by us and our subcontractors at no cost.



3. Delays resulting from supply chain disruptions beyond the control of the CM shall be considered excusable.

Division 16 - Electrical

- 1. We have included 100 gallons of fuel for testing generators. Fuel fill up for main tank is not included and will be included in GMP for the main building.
- 2. Fuel piping is not included and will be included in GMP for the main building.

End of Qualifications and Assumptions



SECTION 1

GUARANTEED MAXIMUM PRICE (GMP)

1D - General Conditions Breakdown

1.1.

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GENERAL CONDITIONS

Job Name:

Brief Description:

Job Size (SF):

Job Duration (Weeks):

							Estimator:	
Code	Description	Qty	Unit	% Adj.	Labor	Sub	Material	Total Amount
	FIELD PERSONNEL							
1021.000	PROJECT EXECUTIVE	1	WK	50%	5,293.85			2,647.00
1025.000	PROJECT MANAGER	2	WK	100%	4,155.38			8,311.00
1031.100	PROJECT ACCOUNTING	1	WK	100%	2,049.23			2,049.00
1508.000	TEMPORARY PHONE PORTABLE	1	МО	50%		125.00		63.00
	PROJECT REIMBURSEABLE TRAVEL EXPENSE	1	MO	50%		500.00		250.00
NOTES:	% Gen	eral Condit	ions of jo	b			Subtotal >	√\$13,320,00
					01-5200-O	Lat	oor Burden > \$	-
						GRANI	TOTAL > \$	13,320.00
						Av	g. Cost/Wk > \$	256.15
						Αv	g. Cost/Mo > \$	1,109.91
	Back to Summary Sheet				ļ		_	

2.5



SECTION 1

GUARANTEED MAXIMUM PRICE (GMP)

1E - Preliminary Project Schedule

11/06/24

PBC PBSO IT Data Ctr (Generator Pre-Purchase) PRELIMINARY MILESTONE SCHEDULE

					2024																						2025																
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SECTION 2

CONTRACT DOCUMENTS

2A – Drawing Log

_	PBSO IT Data Ctr -	Index of Drawings	· · · · · · · · · · · · · · · · · · ·	
SHEET NUMBER	SHEET TITLE	ISSUE DATE	LATEST REV. #	REV. DATE
GENERAL	The second secon		. Manage .	<u> </u>
G001	COVER	08/2/2024	***************************************	
G002	Sheet Index & Abbreviations	08/2/2024		
LS001	Code Research	08/2/2024	~ (2.7 ···	
LS002		08/2/2024	77	
L0002	Life Safety Plan	08/2/2024	Constant annual	and a manager a
SURVEY & C	NVII	100/2/2024	1	
1 of 1	Sketch of Specific Purpose Survey	Jan 2024	12.	
C1.1	Civil Plan	08/2/2024		
01.1	OMET THE	06/2/2024	*-	
ARCHITECT	110 A1			
ASO00	Overall Site Plan	· · · · · · · · · · · · · · · · · · ·		
AS000 AS001		08/2/2024		:
AE1.00	Enlarged Site Plan	08/2/2024		
	Overall First Floor Plan	08/2/2024		Life Control of the C
AE1.01	Overall Roof Plan	08/2/2024	**	* -
AE3.00	Overall Exterior Elevations	08/2/2024		
AE3.20	Overall Building Sections	08/2/2024		·
AE4.00	Schedules and Door Details	08/2/2024		
AE4.10	Details	08/2/2024		
OTOLIOTI ID				
STRUCTURA				
S-100	Abbreviations & Symbols	08/2/2024	_ _	
S-101	Structural Notes	08/2/2024	<u></u>	
S-102	Structural Notes	08/2/2024		
S-103	Structural Plan Specifications	08/2/2024	;-	<u> </u>
S-111	Roof Wind Pressure Diagrams	08/2/2024	· ''	A CONTRACTOR OF THE PARTY OF TH
S-112	Wall Wind Pressure Diagrams	08/2/2024		
S-201	Foundation and Ground Floor Plan	08/2/2024		
S-202	Roof Framing Plan	08/2/2024		
S-501	Foundation Details	08/2/2024		*** *** ***
S-502	Foundation Details	08/2/2024		
S-521	Masonry Details	08/2/2024		
S-621	Steel Roof Details	08/2/2024		······································
PLUMBING				t es
P-1	Legends, General Notes & Schedules	08/2/2024		
P-2	Domestic Water Floor Plan	08/2/2024		
P-3	Domestic Water Riser	08/2/2024		0 - C - C - C - C - C - C - C - C - C -
P-4	Plumbing Details	08/2/2024		
P-5	Plumbing Details	08/2/2024	·	
			"	
ELECTRICAL			en a salah s	
E-1	Electrical Legend, General Notes, and Schedules	08/2/2024		
E-2	Electrical Site Plan	08/2/2024		
E-3	Electrical Lighting Plan - New Work	08/2/2024	 .	
E-4	Electrical Power and Systems Plan - New Work	08/2/2024		
E-5	Electrical One-Line Diagram	08/2/2024		
E -6	Systems Riser Diagrams	08/2/2024	- <i>-</i> -	
E-7	Systems Riser Diagrams	08/2/2024		
E-8	Electrical Panel Schedules	08/2/2024		
E-9	Electrical Details	08/2/2024		
	Table 1	307212027		2-as /
FIRE PROTE			1	1
FP-1	Legend and General Notes	08/2/2024		1
FP-2	Fire Protection Plan - New Work	08/2/2024		
FP-3	Fire Protection Clean Agent	08/2/2024		
FP-4	Fire Protection Clean Agent	08/2/2024		
· · · · · · · · · · · · · · · · · · ·		001212027		
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SECTION 2

CONTRACT DOCUMENTS

2B - Specs Index

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THE CONTRACTOR IS REQUIRED TO COMPARE THIS PROJECT MANUAL WITH THE TABLE OF CONTENTS BELOW FOR COMPLETENESS.

To the best of the Architect/Engineer's knowledge, these plans and specifications comply with the 2023 Florida Building Code (8th Edition), with Local Amendments and Supplements, and the latest edition of the Florida Fire Prevention Code.

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000900	ADDENDA AND MODIFICATIONS

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016000	PRODUCT REQUIREMENTS
017300	EXECUTION
017329	CUTTING AND PATCHING
017419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL
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	MODIFIED BITUMINOUS MEMBRANE ROOFING
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GYPSUM BOARD
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201-20017-200

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Shane Tedder

From:

West Palm Beach Legals <legals@pbpost.com>

Sent:

Monday, September 23, 2024 12:30 PM

To:

Shane Tedder

Subject:

Thank you for placing your order with us.

THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Palm Beach Post's online Classifieds <u>HERE</u> to place your legal notices in the future.

Changes and/or cancellations may not be honored up to 2 business days prior to your first publication date.

Job Details

Order Number:

LSAR0164716 Classification:

Bids & Proposals

Package: General Package Additional Options: 1 Affidavit \$2.00

1 Affidavit \$2,00 Total payment: \$465,50

Account Details

D Stephenson Construction 6241 N Dixie HWY JANICE MACINEIRA

Fort Lauderdale, FL • 33334-3620

954-315-7020

stedder@dstephenson.com D Stephenson Construction Schedule for ad number LSAR01647160

Wed Sep 25, 2024 Palm Beach Post

All Zones

Wed Oct 2, 2024 Palm Beach Post

All Zones

Wed Oct 9, 2024 Palm Beach Post

All Zones

Wed Oct 16, 2024 Palm Beach Post

All Zones

Fri Oct 25, 2024 Palm Beach Post

All Zones

ADVERTISEMENT FOR BID: D. Stephenson Construction, (DSC) serving as Construction Manager for Palm Beach County (PBC) Capital Improvements seeking interested subcontractors / vendors to prequalify with DSC for participation in bidding the Emer-Generator Pre-Purchase gency (furnish only) package - Project # 2023-012677. The PBC Goal Setting Committee has applied an SBE price preference as the Affirmative Procurement Initiative (API) this project. All subcontractors/ vendors must pre-qualify to be deemed responsible & invited to bid by completing an online form. documents will be available online through iSaFt. Contact Tedder at 954-315-7020 or stedder@ dstephenson.com for more information & access to iSaFt. DSC is committed to affirmatively ensuring award of construction subcontracts to certified subcontractors & vendors who meet the criteria of PBC & DSC. Publication Dates

LSAR0164716



November 18, 2024

Palm Beach County Capital Improvement Division 2633 Vista Parkway West Palm Beach, FL 33411-5604

RE: Authority to Date Bonds and Powers of Attorney

Principal: D. Stephenson Construction, Inc. Bond No.: 800116221

Project: 2023-012677; PBSO Data Center (Generator Purchase)

To whom it may concern:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize Palm Beach County Board of County Commissioners to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

The Form of Guarantee may be dated the date of Substantial Completion.

Sincerely

Atlantic Specialty Insurance Company

Brett A. Ragiand Attorney-in-fact

Butt & Del

PUBLIC CONSTRUCTION BOND

BOND NUMBER	800116	5221								
BOND AMOUNT	\$ 1,230	0,572.00								
CONTRACT AMOUNT	•	\$ 1,230,572.00								
CONTRACTOR'S NAM	1E:	D. Stephenson Construction, Inc.								
CONTRACTOR'S ADD	RESS:	6241 North Dixie Highway, Fort Lauderdale, FL 33334								
CONTRACTOR'S PHO	NE:	(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								
		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION								
OWNER'S ADDRESS:		2633 Vista Parkway West Palm Beach. FL 33411-5604								
OWNER'S PHONE:		(561) 233-0261								
PROJECT NAME: PI	BSO Da	ata Center (Generator Purchase)								
PROJECT NUMBER: 2	2023-01	2677								
CONTRACT NUMBER	(to be p	provided after Contract award):								
DESCRIPTION OF WO	RK: <u>G</u>	enerator purchase								
PROJECT ADDRESS, F	PCN, or	LEGAL DESCRIPTION:								
3228 Gun Club Road, W										
ending the second secon										
This Bond is issued in fa Contract.	vor of t	he County conditioned on the full and faithful performance of the								

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Page 1 of 3

Form Rev. 8/24/20 Public Construction Bond

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto Palm Beach County Board of County Commissioners 2633 Vista Parkway,

West Palm Beach, FL 33411

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

Dollars \$ One Million Two Hundred Thirty Thousand Five Hundred Seventy-Two & No Cents \$1,230,572.00

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: PBSO Data Center (Generator Purchase)

Project No.: 2023-012677

Project Description: Generator Purchase

Project Location: 3228 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 <u>PBSO Data Center</u> (Generator Purchase), 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.

Page 2 of 3

Form Rev. 8/24/20 Public Construction 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.

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

Page 3 of 3

Form Rev. 8/24/20 Public Construction Bond

FORM OF GUARANTEE

Atlantic Specialty Insurance Company	nson Construction, Inc. and Surety Name:
Project No. 2023-012677) Palm Beach Co been done in accordance with the plans and s requirements of the guaranties included in the Con our work, together with any work of others which ma workmanship or materials within a period of one above named work by the County of Palm Beach.	that the (PBSO Data Center (Generator Purchase) unty. Florida, which we have constructed and bonded, has pecifications; that the work constructed will fulfill the tract Documents. We agree to repair or replace any or all of y be damaged in so doing, that may prove to be defective in the year from the date of Substantial Completion of all of the State of Florida, without any expense whatsoever to said d unusual abuse or neglect excepted by the County. When a completion.
working days after being notified in writing by t Florida, we, collectively or separately, do hereby at	and commence corrections of defective work within five (5) the Board of County Commissioners, Palm Beach County, athorize Palm Beach County to proceed to have said defects will honor and pay the costs and charges therefore upon
DATED(Date to be filled in at substantial completion)	
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY	D. Stephenson Construction, Inc. (Contractor Name) (Seal) By: (Contractor Signature) Dwight Stephenson CEO (Print Name and Title)
	Atlantic Specialty Insurance Company (Surety Name) (Seal) By: But A (Surety Signature)
	Brett A. Ragland, Attorney-in-Fact & Florida Licensed Resident Agent (Print Name and Title) Inquiries: 407-843-1120
MUST CONTAIN ORIGINAL SIGNATURES, NO	O COPIES WILL BE ACCEPTED

Page 1 of 1

Form Rev. 03/19/20



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: Brett A. Ragland, Joseph D. Johnson, III, Joseph D. Johnson, Jr., Kanani Cordero, Laura Krajczewski, Tyler Ragland, 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.

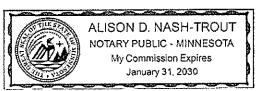
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

TY INSUS

STATE OF MINNESOTA

By
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she 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.



Alism NauMant
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.

This Power of Attorney expires January 31, 2030

Signed and sealed. Dated_

SEAL 1986 O

Kara L.B. Barrow, Secretary

Please direct bond verifications to suretya@intactinsurance.com

DSTEPHE-04

DDEPAZ



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2024

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).

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RO	DUCE	R				CONTACT	.,,					
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31	7 Citi	zens Blvd				(A/C, No, Ext): (OUU)	040-043/	(A/C, No):				
ees	sbur	g, FL 34748				ADDRESS:						
						li li	ISURER(S) AFFO	RDING COVERAGE	NAIC#			
	RED							······································				
NSU	KED					INSURER B : America	in Casualty Col	mpany of Reading, Pennsylva	nia 20427			
		D Stephenson Construction	, Inc.			INSURER C : North	River Insura	ance Company	21105			
		6241 North Dixie Highway				INSURER D : Valley	Forge Insu	rance Company	20508			
		Ft. Lauderdale, FL 33334					···					
							narbor Insi	urance Company	36940			
				***************************************		INSURER F :						
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Α	Equ	ipment Floater			6081568045	11/1/2024	11/1/2025	Leased/Rented	100,000			
aln	ı Bea	ach County, a political subdivision	of the	e Sta	te of Florida, its officers, a	gents and employe	es as Additio	nal insured for all required	insurance			
	RTIF	ICATE HOLDER				CANCELLATION	I					
		Palm Beach County 2633 Vista Parkway West Palm Beach, FL 33411				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
10	ORD	25 (2016/03)					000 2045 80	OPD COPPORATION A	11 -2 -1-4			

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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

TO: Terri Wolfe, Sr. Project Manager

Capital Improvement Division, FDO

FROM: Deirdre D. Kyle

Small Business Development Specialist

DATE: November 21, 2024

RE: Project 2023-012677

It is my understanding that you are in the process of a direct purchase of a long lead generator for the PBSO Data Center, Project 2023-012677. You can proceed with the direct purchase as it will not affect the GMP when bid. Whenever a direct purchase occurs on a GMP after it is approved, it is considered a credit which is deducted from the total amount for that trade/subcontractor. Therefore, reducing the denominator and the SBE's participation.

Your advance purchase prior to the GMP, is the best way of resolving this potential problem. Thank you for your foresight.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME:	nase)	SOLICITATION/PROJECT/BID NO.: 2023-012677 COUNTY DEPARTMENT:								
10/23/24 SOLICITATION OPENING/SUBMITTAL DATE:										
Section A PLEASE LIST THE DOLLAR AMOUNT D. Stephen NAME OF PRIME RESPONDENT/BIDDER:	UNT OR PERCENT				ADĐ	6241 RESS:	N Dixie H	wy Fort Lau	derdale, F	L 33334
CONTACT PERSON: Shane Tedder		 	P	HONE NO.:	954-3 ———	15-7020	E-MAI	L:_stedder@	dstephen	son.com
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOF SMWBE Primes must include their percentage or dollar am			line under :	ection B.	Non-SB	е мве	WBE SI	BE		
Section B PLEASE LIST THE DOLLAR AMOU	UNT OR PERCENT	rage of w	ORK TO B	E COMPLET	ED BY <u>AL</u> I	<u>SUBCONTRA</u>	CTORS/SUBC	<u>ONSULTANTS</u> C	ON THE PROJ	ECT BELOW:
	(Check all Ap	plicable Cat	egories)			DOLLAR AN	OUNT OR	PERCENTAGE	OF WOR	ζ
Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	<u>MI</u> <u>Non-SBE</u> Min Bus	ority Wo	<u>/BE SB</u> men Sm: Iness Busi	ill E	Black	Hispanic	Women	Caucasian	Asian	Other
Total Solutions Contractors, INC 1. 3940 10th Ave Suite 5A Lake worth, FL 33461		<u>a</u> [19),514					
2.] []	······································					
3.] _						
4.]						
5.]				***************************************		
(Please use additional sheets if necessary)		**************************************	To	1:	9,514					
otal Bid/Offer Price \$ \$209,964	_		7-0	, ,	Tota	I Certified S/M/\	NBE Participation	19,514		
hereby certify that the above information is accurate to the best	t of my knowledge: _		1181	up he	noar		Comment of the Commen	C	EO	
			Name	& Authorized !	signature 🧗	•				Title

- 2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT - SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2,

both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal. SOLICITATION/PROJECT NUMBER: 2023-012677 SOLICITATION/PROJECT NAME: PBSO IT Data Center (Generator Purchase) 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 □Male □ Female ☑ African-American/Black ☐ Asian American ☐ Caucasian American □Supplier □Native American ☐ Hispanic American <u>S/M/WBE PARTICIPATION</u> - <u>S/M/WBE Primes must document all work to be performed by their own work force on this form</u>. 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. Quantity/ Contingencies/ Line Total Price/Percentage Item Description **Unit Price** item Units Allowances \$108,754 1 General Conditions, Overhead & Fee Lump Sum \$51,696 2 Contingency Lump Sum \$30,000 3 Builder's Risk Insurance & Deductibles Lump Sum TOTAL 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 Subcontractor/subconsultant Print Name of Prime LAMENAN Authorized Signature **Authorized Signature Dwight Stephenson** Print Name Print Name

Title

Date:

CEO Title

Date: 11-12-24

Revised 09/17/2019

OEBO LETTER OF INTENT - SCHEDULE 2

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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: 2023-012677 SOLICITATION/PROJECT NAME: PBSO IT Data Center (Generator Purchase) Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Total Solutions Contractors, Inc. (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 11/18/21 ☑SBE □WBE □MBE □M/WBE □Non-S/M/WBE 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 5/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 Description Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Units **Allowances** 1 On-Site Staffing 4,264 Lump Sum Net Construction Phase Fee 15,250 2 Lump Sum Total 19,514 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. Total Solutions Contractors, Inc. Print Name of Bubcontractor/subconsultant MUNDON Authorized Signature 🧃 Ryan Dobson **Dwight Stephenson** Print Name Print Name CEO Title

Date:

Revised 09/17/2019

OEBO SCHEDULE 1

PBSO IT Data (solicitation/project/bid name:	SOLICITATION/PROJECT/BID NO.: 2023-012677											
10/23/24 SOLICITATION OPENING/SUBMITTAL DATE:		44		COUNTY DEPARTMENT:								
	son Construc	tion, Inc	TO BE COMI	D BE COMPLETED BY THE <u>PRIME CONTRACTOR/CONSULTANT*</u> ON THE PROJECT 6241 N Dixie Hwy Fort Lauderdale, Fl ADDRESS:								
CONTACT PERSON: Shane Tedder	PHONE	954-3			MAIL: stedder@dstephenson.com							
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR *SMWBE Primes must include their percentage or dollar am	t K: \$190,4! ount in the To	50 tal Particip	ation line ur	nder section E	Non-SB	Е МВЕ	WBE SE	3E				
Section B PLEASE LIST THE DOLLAR AMOU	JNT OR PERC	CENTAGE (OF WORK 1	TO BE COMI	PLETED BY <u>AL</u>	L <u>SUBCONTRA</u>	CTORS/SUBC	<u>ONSULTANTS</u> C	ON THE PRO	JECT BELOW		
	(Check a	il Applicabl	e Categorie	ıs)		DOLLAR AN	OUNT OR	PERCENTAGE	OF WOR	K		
Subcontractor/Sub consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE	MBE Minority Business	<u>WBE</u> Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Asian	Other		
Brown Electrical Solutions 1 1031 Center Stone Ln Riviers Beach, FL 33404		V		V	1,020,608							
2.										_		
3.												
4.												
5.		П						··		-		
(Please use additional sheets if necessary)				Total	**							
Total Bid/Offer Price \$ 1,020,608			A	0	Tota	al Certified S/M/	WBE Participation	1,020,60	8	-		
hereby certify that the above information is accurate to the bes	t of my knowle	dge:		Dlop	anon			C	EO			
Note: 1. The amount listed on this form for a Subc					rizedSignature 🕻					Title		

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

OEBO LETTER OF INTENT - SCHEDULE 2

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All Subcontractors/subconsultants, including any tiered

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 SOLICITATION/PROJECT NUMBER: 2023-012677 SOLICITATION/PROJECT NAME: PBSO IT Data Center (Generator Purchase) Prime Contractor: D. Stephenson Construction, Inc Subcontractor: Brown Electrical 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 3 Column 2 Column 1 □ Supplier ☑ African-American/Black ☐ Asian American ☐ Caucasian American ☑Male □ Female ☐ 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. Unit Price Quantity/ Contingencies/ Total Price/Percentage Item Description Line Item Units Allowances 153,709 866,899 1,020.608 Electrical Lump Sum The undersigned Subcontractor/subconsultant is prepared to seif-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 **Brown Electrical Solutions** Print Name of Subcontractor/subconsultant Authorized Signature Vincent Brown Jr. Dwight Stephenson Print Name Print Name CEO Owner Title 11-12-24 Date: November 12,2024 Revised 09/17/2019

ATTACHMENT #4

Construction Manager: D. Stephenson Construction, inc.
Contract Date: 11/17/2020
Annual Type: Construction Manager @ Risk

R Number: R2020-1689

Expiration Date: 11/16/2025 (No Renewals Remaining)

Cumulative Contract Amount: \$9,833,230.50

API SBE Goal: 20% SBE Subcontracting

Task Order W	Amendment ork Order Number	Amount	Subcontractors Amount Only	SBE Amount	MBE Amount	Requested By	Request Date	Project Number	Services	Date Approved	Approved By	SBE% M/
									ORIGINAL CONTRACT		ECC	
			•			Preconstructi	on Phase					
1		\$18,857.00		\$3,708.00		Gus Arnold	1-Jul-21	19339	Fire Station #33	14-Aug-21	DIR	19.66% 0.0
		7.1.7.1.1.1.1		44,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,								
2		\$25,342.50		\$5,128.50		Tom McNamara	26-Jan-22	19524	WUD WTP #3 Bldg, C&D Replacement	18-Mar-22	DIR	20.24% 0.0
3		\$14,982.00		\$2,884.00		Bill Munker	25-May-22	2021-009976	WUD Pump Station Bidg. A	4-Aug-22	DiR	19,25% 0.0
									WUD SROC & WTP #3 Roof			
4		\$22,642.00	Į.	\$4,738.00		Bill Munker	25-May-22	2021-017947	Replacement	4-Aug-22	DIR	20,93% 0.
	1	1										
5		\$54,183.00		\$9,991.00	<u> </u>	Mitch Silverman	14-Nov-22	2022-021741	Vista Center Permit Area Renovations	10-Jan-23	DIR	18.44% 0.
6		*** ***			1	l [Vista Center Covered Canopy and Lobby	l	l	
		\$50,363.00		\$7,931.00		Mitch Silverman	14-Nov-22	2020-043588	Modifications	15-Mar-23	DIR	15.75% 0.
7	ii ii	\$16,727.00		\$2.24E.00		Claul, Mr. ada	dd line Od	0000 040500	Convention Center Restroom	7/20/2024	D.D.	
8		\$50,258.00	-	\$3,345.00 \$10,052.00	ļ	Clark Woods	11-Jun-24	2022-040566 2023-012677	Renovations PBSO Data Center	7/29/2024 7/26/2024	DIR	20.00% 0. 20.00% 0.
9	·····	\$36,656.00	 	\$7,250.00		Terri Wolfe	2-Jul-24 0726/24	2023-012677	Infili Prototype Housing Units	7/26/2024	DIK	19.78% 0.
		\$30,000.00		\$1,250.00		David Hawke	0/26/24	2022-045438	Intili Prototype Housing Units			19,78% 0.
	Preconstruction Total	\$290,010.50		\$55,027,50								18.97% 0.
						Constructio	n Phase					
									WUD WTP #3 Bidg, C&D HVAC			
	ı	Į							Replacement - Bidg, C Kitchen			
	1	\$1,738,944.00	\$1,395,288.00	\$362,019.00	\$141,083.00	Bill Munker	12-Sep-22	19524	Renovations	15-Nov-22	BCC	25.95% 10
	2	\$530,636.00		\$5,120.00		Gus Arnold	14-Nov-22	19339.01	Fire Station #33 Temp. Traller			
	3	\$1,766,979.00	\$1,010,992.00	\$277,723.00	\$93,495.00	William Munker	22-Mar-23	2021-009976	WUD Pump Station Bldg. A	09-Apr-24	BCC	27.47% 9.
									Vista Center Covered Drop-Off and			
	4	\$1,158,508.00	\$574,804.00	\$194,804.00	\$53,681.00	Mitch Silverman	25-Oct-23	2020-043588	Lobby Renovation	19-Dec-23	BCC	33.89% 9.
	_					Richmond			Vista Govt Center Permitting Area			
	5	\$3,117,581.00	\$1,743,759.00	\$1,171,325.00	\$685,448.00	Cariton	12-Jun-24	2022-021741	Modifications	8//20/24 R2024-0944	BCC	67.17% 39
	6	\$1,230,572.00	\$1,020,608.00	\$1,020,608.00	\$1,020,608.00	Terri Wolfe	7-Nov-24	2023-012677	PBSO Data Center- Generators		BCC	100:00% 100
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	Construction Total		\$5,745,451.00	\$3,031,599.00	\$1,994,315.00	 Investor (1998) (1998) 						52.77% 34