

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: March 22, 2022

Consent                       Regular  
 Workshop                       Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:**

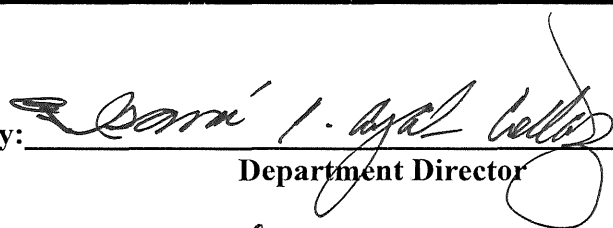
A) Amendment No. 1 to the contract with D. Stephenson Construction, Inc. (R2020-1576) establishing a Guaranteed Maximum Price (GMP) for construction management services for the Homeless Resource Center 2 (HRC2) project located at 3680 Lake Worth Road, Lake Worth in the amount of \$14,064,641 for a period of 420 calendar days from notice to proceed; and


B) Irrevocable Letter of Direction submitted by D. Stephenson Construction, Inc. dated February 17, 2022 and requested by its surety directing the establishment of an escrow account for the project.

**Summary:** On October 20, 2020, the Board of County Commissioners (Board) approved the contract with D. Stephenson Construction, Inc. (DSC) for the HRC2 project and Task Order No. 1 (R2020-1577) for preconstruction services in the amount of \$57,800. The project provides for the construction of a new facility to include 60 new emergency shelter (interim housing) beds, 14 transitional beds, a welcome center, office areas, outdoor facilities, specialized storage, a Palm Beach Sheriff's Substation, a healthcare facility and support facilities (kitchen, laundry, pantry, community room, shower/rest rooms, cleansing room). Pre-construction services include validating constructability, cost estimating, and procurement services. Amendment No. 1 authorizes the construction of the HRC2 facility including all site work, landscaping, associated culvert canal crossing work, a new entrance on Lake Worth Road, the closure and restoration of the existing entrance on Gulfstream Road and the reconfiguration of the area affected by the construction of the entrance on Lake Worth Road. The Contractor will have 420 calendar days from permit issuance 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 \$178 per day. The surety bonding the project, Atlantic Specialty Insurance Group (a subsidiary of Intact Insurance Group USA, LLC) has requested that DSC issue an Irrevocable Letter of Direction to the County for the establishment of a project dedicated escrow account. The Irrevocable Letter of Direction is a funds management tool not commonly used by the County in its construction projects. After receiving the Irrevocable Letter of Direction, Staff conducted additional due diligence to fully understand the operational and financial implications of recommending approval; no detrimental impacts were identified. Therefore, Staff is recommending approval of the Irrevocable Letter of Direction. **(Continued on Page 3.)**

**Attachments:**

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 1
- 4. Irrevocable Letter of Direction
- 5. Contract History

Recommended by:  Department Director                      3/04/2022 Date

Approved by:  County Administrator                      3/11/22 Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Capital Expenditures</b>	<u>\$16,146,641</u>	_____	_____	_____	_____
<b>Operating Costs</b>	_____	_____	_____	_____	_____
<b>External Revenues</b>	_____	_____	_____	_____	_____
<b>Program Income (County)</b>	_____	_____	_____	_____	_____
<b>In-Kind Match (County)</b>	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$16,146,641</u>	_____	_____	_____	_____

**# ADDITIONAL FTE POSITIONS (Cumulative)**

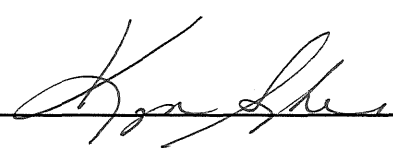
**Is Item Included in Current Budget?** Yes X No \_\_\_\_\_  
**Does this item include the use of federal funds?** Yes X No \_\_\_\_\_

**Budget Account No:** Fund 3804 Dept 411 Unit Q009 Object 6502 Amount \$651,326.07  
 Fund 3950 Dept 411 Unit B607 Object 6502 Amount \$1,206,366.00  
 Fund 3950 Dept 411 Unit Q009 Object 6502 Amount \$14,288,948.93

The funding sources for this project include the infrastructure surtax fund (IST) and Community Development Block Grant (CDBG).

Construction	\$14,064,641.00
Staff Cost	\$ 830,000.00
Contingency	\$ 1,252,000.00
Total	<u>\$16,146,641.00</u>


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

**C. Departmental Fiscal Review:** 


**III. REVIEW COMMENTS:**

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

 3/9/22  
 OFMB FA 3804  
 LM3/B

 3/10/22  
 Contract Development and Control  
 3-10-22 TW

**B. Legal Sufficiency:**

 3/10/22  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**Summary Cont'd:**

The CM was selected through a competitive solicitation in accordance with the federal requirements provided by the Department of Housing and Economic Development (DHED). Under the federal requirements, this project has a 22.4% minority and 6.9% female Equal Employment Opportunity (EEO) participation goal. The EEO minority participation for Amendment No. 1 is 22.4% including 6.9% female participation. D. Stephenson Construction, Inc. is a Palm Beach County business. **The funding sources for this project include the Infrastructure Sales Tax fund (IST) and Community Development Block Grant (CDBG). (Capital Improvements Division) District 3 (MWJ)**

**Background and Justification:** CM at Risk is a project delivery method where the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as the general contractor bidding the subcontracts for construction.

The mission of the HRC2 facility is to provide an effective crisis response system that provides immediate and easy access to safe and decent shelter to anyone that needs it, and aims to re-house people as quickly as possible. In order to meet the Community Service Department's mission and operational requirements, a new homeless resource center is to be constructed at 3680 Lake Worth Road, Lake Worth, which is in the south central region of the County. Final selection for construction manager at risk services for the Homeless Resource Center 2 project was completed on August 4, 2020.

The project cost for the HRC2 facility was estimated at \$8.3 million; on January 4, 2022, the Board approved the re-estimated Infrastructure Surtax (IST) project plan with a revised total project cost estimate of \$17.6M for the HRC2 project, of which \$14,943,697 is allocated from the IST plan. The project cost estimate includes design services, construction administration services, construction management services, construction costs, contingency, testing, special inspections, permit fees, and furnishings. Funding sources for this project include the infrastructure surtax fund (IST), Community Development Block Grant (CDBG) and Ad Valorem funds. A Memorandum of Understanding was executed between the DHES and the Facilities Development and Operations Department (FDO) in order to complete the project.

# LOCATION MAP

Project No: 19220

Project Name Homeless Resource Center 2

Location: 3680 Lake Worth Rd, Lake Worth, FL 33461



**BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 2/14/2022

REQUESTED BY: Bobby Jagoo

PHONE: 561 233-0271

PROJECT TITLE: 19220 - Homeless Resource Center 2 (HRC2)  
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: 57,800.00

IST PLANNING NO.: N/A

REQUESTED AMOUNT: **\$16,146,641.00**

BCC RESOLUTION#: R2020-1576  
 DATE: October 20, 2020

CSA or CHANGE ORDER NUMBER: N/A

LOCATION: 3680 Lake Worth Rd. Lake Worth Fl. 33461

BUILDING NUMBER: 2991

PROJECT/W.O. NUMBER: 19220

CONSULTANT/CONTRACTOR: D. STEPHENSON CONSTRUCTION INC.

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

**Fees for the construction of a 20,200 sqft Homeless resource center.**

CONSTRUCTION	\$ 14,064,641.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 830,000.00
EQUIP. / SUPPLIES	\$
PERMITS	\$
MISC. (Zoning/Eng. Review fees)	\$
CONTINGENCY	\$ 1,252,000.00
<b>TOTAL</b>	<b>\$ 16,146,641.00</b>

① 3804-411-Q009-6502-651,326.07  
 ② 3950-411-B607-6502-1,206,366.00  
 ③ 3950-411-Q009-6502-14,288,948.93  
 STAFF COUNT.

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

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

FUND: DEPT: UNIT: OBJ:

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

Ad Valorem (Amount \$ \_\_\_\_\_)  Infrastructure Sales Tax (Amount \$ 16,157,157.00)  
 State (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)  Federal (source/type: 50B9 Amount \$ 657,326.07)  
 Grant (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_) Impact Fees: (Amount \$ \_\_\_\_\_)  
 Other (source/type: \_\_\_\_\_ Amount \$ \_\_\_\_\_)

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 2/15/2022

ENCUMBRANCE NUMBER: \_\_\_\_\_

Project Name: Homeless Resource Center 2 (HRC2)  
Project No. 19220

**AMENDMENT # 1**  
**D. STEPHENSON CONSTRUCTION, INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**HOMELESS RESOURCE CENTER 2 (HRC2)**  
**PROJECT NO.: 19220**  
**FEDERALLY FUNDED**

**This Amendment** is made as of \_\_\_\_\_ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and D. Stephenson Construction, Inc., hereinafter referred to as "Construction Manager".

**WHEREAS**, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated October 20, 2020 (R2020-1576) (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract including the Federal Requirements as may be supplemented and amended by this Amendment.

**WHEREAS**, the parties have now established a Guaranteed Maximum Price for the Project, including the Construction Manager's fees calculated in accordance with the Construction Manager's Price Proposal attached to the Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Contract;

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

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Construction Manager's Representations.** The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, 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. Federal Requirements.** Construction Manager reaffirms, certifies, represents and warrants that it will continue to comply with all Federal Requirements as set forth in the Contract.

**4. EEO Goal.** EEO goals of 22.4% Minority and 6.9% Female participation have been established for this Project. Construction Manager anticipates an EEO utilization of 22.4% Minority participation and 6.9 % Female in this construction phase.

**5. Wage Rates:** The Construction Manager agrees to comply with Davis-Bacon and Copeland Act requirements found at 40 USC 3141 et seq and 18 USC 874. The Davis Bacon Wage Determination is attached hereto and incorporated herein as **Exhibit "B"**.

**6. Guaranteed Maximum Price.** Pursuant to Section 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$14,064,641** for the construction phase of the Project. The GMP is based on the following: **Exhibit A.** In the event of a conflict between the terms and conditions of the Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Contract shall control.

**7. 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 420 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$178/day for failure to achieve certification of Substantial Completion within the contract time or approved extension thereof.

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

- Exhibit A - GMP Summary
- Exhibit B – Davis Bacon Wage Determination
- Payment Bond
- Performance Bond
- Form of Guarantee
- Insurance Certificate(s)

**9. Contract Modifications.** The 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

Project Name: Homeless Resource Center 2 (HRC2)

Project No. 19220

*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.*

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

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Project Name: Homeless Resource Center 2 (HRC2)  
Project No. 19220

**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  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

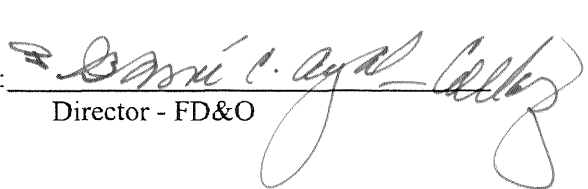
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

APPROVED AS TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

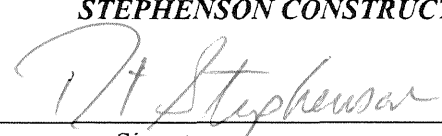
By:   
County Attorney

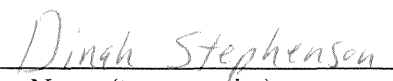
By:   
Director - FD&O

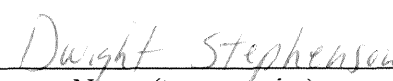
CONSTRUCTION MANAGER WITNESS:

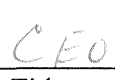
CONSTRUCTION MANAGER: **D.**  
**STEPHENSON CONSTRUCTION, INC.**

  
Signature

  
Signature

  
Name (type or print)

  
Name (type or print)

  
Title

(Corporate Seal)

**EXHIBIT A**  
**GMP SUMMARY**



Date: 01/24/22 (Revised 02/01/22)

Job Name: PBC Homeless Resource Center 2 - GMP Estimate with Permit Revisions (Final Draft)

Brief Description: New Construction 1 Story

20,336 SF

CSI CODE	DESCRIPTION	REV. GMP ESTIMATE	\$ / SF	%JOB
	<b>GENERAL CONDITIONS (\$48,406/Mo. x 14 Mo.)</b>	\$677,684	\$ 33.32	4.82%
	<b>GENERAL REQUIREMENTS</b>	\$306,643		
<u>02-0000-S</u>	<b>SITework</b>			
<u>02-1000-S</u>	Sitework & Underground Utilities	\$1,678,578	\$ 82.54	11.93%
<u>02-4150-S</u>	Surveying	\$54,585	\$ 2.68	0.39%
<u>02-7100-S</u>	Fencing	\$189,154	\$ 9.30	1.34%
<u>02-8000-S</u>	Landscape & Irrigation	\$436,518	\$ 21.47	3.10%
<u>02-8600-S</u>	Recreational Equipment & Site Furnishings	\$156,836	\$ 7.71	1.12%
	<b>DIVISION 02 TOTAL</b>	<b>\$2,515,671</b>	<b>\$ 123.71</b>	<b>17.89%</b>
<u>03-0000-S</u>	<b>CONCRETE</b>			
<u>03-3000-S</u>	Concrete	\$799,679	\$ 39.32	5.69%
	<b>DIVISION 03 TOTAL</b>	<b>\$799,679</b>	<b>\$ 39.32</b>	<b>5.69%</b>
<u>04-0000-S</u>	<b>MASONRY</b>			
<u>04-4000-S</u>	Stone Veneer	In Stucco		
	<b>DIVISION 04 TOTAL</b>	<b>\$0</b>	<b>\$ -</b>	<b>0.00%</b>
<u>05-0000-S</u>	<b>METALS</b>			
<u>05-1200-S</u>	Structural Steel & Misc Metals	\$892,639	\$ 43.89	6.35%
	<b>DIVISION 05 TOTAL</b>	<b>\$892,639</b>	<b>\$ 43.89</b>	<b>6.35%</b>
<u>06-0000-S</u>	<b>WOOD &amp; PLASTICS</b>			
<u>06-6000-S</u>	Rough Carpentry	\$30,175	\$ 1.48	0.21%
<u>06-6500-S</u>	Finish Carpentry	\$166,127	\$ 8.17	1.18%
	<b>DIVISION 06 TOTAL</b>	<b>\$196,302</b>	<b>\$ 9.65</b>	<b>1.40%</b>
<u>07-0000-S</u>	<b>THERMAL &amp; MOISTURE</b>			
<u>07-5100-S</u>	Roofing	\$407,319	\$ 20.03	2.90%
<u>07-8100-S</u>	Fiber Cement Siding (Nichiha Panels)	\$32,130	\$ 1.58	0.23%
	<b>DIVISION 07 TOTAL</b>	<b>\$439,449</b>	<b>\$ 21.61</b>	<b>3.12%</b>
<u>08-0000-S</u>	<b>DOORS &amp; WINDOWS</b>			
<u>08-3600-S</u>	Overhead Doors	\$5,100	\$ 0.25	0.04%
<u>08-4000-S</u>	Storefront / Windows	\$483,047	\$ 23.75	3.43%
<u>08-7000-S</u>	Doors/Frames/Hardware	\$274,100	\$ 13.48	1.95%
	<b>DIVISION 08 TOTAL</b>	<b>\$762,246</b>	<b>\$ 37.48</b>	<b>5.42%</b>
<u>09-0000-S</u>	<b>FINISHES</b>			
<u>09-1000-S</u>	Stucco	\$281,954	\$ 13.86	2.00%
<u>09-2600-S</u>	Drywall/Metal Framing	\$955,840	\$ 47.00	6.80%
<u>09-3100-S</u>	Tiling	\$178,525	\$ 8.78	1.27%
<u>09-5100-S</u>	Acoustical Ceiling	\$89,690	\$ 4.41	0.64%
<u>09-6000-S</u>	Resilient Flooring	\$74,856	\$ 3.68	0.53%
<u>09-9000-S</u>	Painting	\$122,166	\$ 6.01	0.87%
	<b>DIVISION 09 TOTAL</b>	<b>\$1,703,031</b>	<b>\$ 83.74</b>	<b>12.11%</b>
<u>10-0000-S</u>	<b>SPECIALTIES</b>			
<u>10-4010-S</u>	Signage	\$32,573	\$ 1.60	0.23%
<u>10-8000-S</u>	Miscellaneous Specialties	\$369,526	\$ 18.17	2.63%
	<b>DIVISION 10 TOTAL</b>	<b>\$402,099</b>	<b>\$ 19.77</b>	<b>2.86%</b>
<u>11-0000-S</u>	<b>EQUIPMENT</b>			
<u>11-1000-S</u>	Equipment	\$72,148	\$ 3.55	0.51%
<u>11-9000-S</u>	Food Service Equipment	\$78,482	\$ 3.86	0.56%
	<b>DIVISION 11 TOTAL</b>	<b>\$150,630</b>	<b>\$ 7.41</b>	<b>1.07%</b>
<u>12-0000-S</u>	<b>FURNISHINGS</b>			
<u>12-5000-S</u>	Window Treatments	\$5,785	\$ 0.28	0.04%
	<b>DIVISION 12 TOTAL</b>	<b>\$5,785</b>	<b>\$ 0.28</b>	<b>0.04%</b>
<u>13-0000-S</u>	<b>SPECIAL CONSTRUCTION (NOT USED)</b>			
<u>14-0000-S</u>	<b>CONVEYING SYSTEMS (NOT USED)</b>			
<u>15-0000-S</u>	<b>MECHANICALS</b>			
<u>15-5100-S</u>	Fire Sprinklers	\$74,900	\$ 3.68	0.53%
<u>15-4000-S</u>	Plumbing	\$447,361	\$ 22.00	3.18%
<u>15-8000-S</u>	HVAC	\$1,077,692	\$ 52.99	7.66%
	<b>DIVISION 15 TOTAL</b>	<b>\$1,599,953</b>	<b>\$ 78.68</b>	<b>11.38%</b>

Date: 01/24/22 (Revised 02/01/22)

Job Name: PBC Homeless Resource Center 2 - GMP Estimate with Permit Revisions (Final Draft)

Brief Description: New Construction 1 Story

		20,336	SF	
CSI CODE	DESCRIPTION	REV. GMP ESTIMATE	\$ / SF	%JOB
16-0000-S	<b>ELECTRICAL</b>			
16-1000-S	Electrical	\$1,863,570	\$ 91.64	13.25%
	<b>DIVISION 16 TOTAL</b>	<b>\$1,863,570</b>	<b>\$ 91.64</b>	<b>13.25%</b>
<b>SUBTOTAL</b>		<b>\$12,315,380</b>		<b>87.56%</b>
19-1000-O	<b>DSC CONTINGENCY</b>	<b>\$615,769</b>	<b>\$ 30.28</b>	<b>4.38%</b>
<b>INSURANCE &amp; BONDS</b>				
19-2300-O	Subcontractor Bonds	INCLUDED \$0	\$ -	0.00%
19-2200-O	Builder's Risk Insurance (ALLOWANCE)	INCLUDED \$90,000	\$ 4.43	0.64%
19-2100-O	General Liability & Umbrella	INCLUDED \$175,786	\$ 8.64	1.25%
19-2000-O	Payment/Performance Bond	INCLUDED \$166,580	\$ 8.19	1.18%
<b>PERMIT &amp; FEE</b>				
19-3300-O	Permit Fees Allowance	EXCLUDED \$0	\$ -	0.00%
19-3200-O	Concurrency & Impact Fees	EXCLUDED \$0	\$ -	0.00%
19-3100-O	Threshold & Special Inspections	EXCLUDED \$0	\$ -	0.00%
19-3000-O	Builder's Fee	\$701,126	\$ 34.48	4.99%
<b>TOTAL BASE ESTIMATE</b>		<b>\$14,064,641</b>	<b>\$ 691.61</b>	<b>100.00%</b>

**ALTERNATES (Does not include CM OH&P):**

	REJECTED	PENDING	ACCEPTED
SF-01 around ceiling beams at Clearstory area	\$89,000		
Epoxy paint in lieu of Latex to 10' height in Lobby, Residents Lounge, Dining Hall and Circulation			\$9,750
Epoxy paint in lieu of Latex at all Dorm room walls			\$3,000
Provide alternate ceiling fans per Alternate Fan Schedule on drawing A105.	\$71,337		
Alternate light fixture types A1, A1-EM & C1 ILO A, A-EM & C			\$9,108
Two-way radio communication enhancement system (Allowance)			\$50,628

**VALUE ENGINEERING OPTIONS**

Delete Metal Supports AT M-05 - Built-in desks @ Bed Unit Storage & Desk & Install cleat and apron	(\$11,581)		
Use standard storefront in lieu of Level E			(\$11,484)
Use interior studs 20 EQ at interior partitions ILO 33 mills, XP mold resistant GWB ILO DensArmor Plus w/level 4 finish			(\$90,000)
Delete coupling membrane at ceramic tile floors	(\$13,335)		
Delete waterproofing at restroom tile floors	(\$3,665)		
Use Paterson Pope Lockers in lieu of Norix Titan series	(\$79,122)		
Use List Industries Lockers in lieu of Norix Titan series			(\$172,543)
Remove copper fins from Trane chiller and move to aluminum fins with copper tubes			(\$21,000)
Delete Trane chiller louvered panels	(\$1,429)		
Alternate light fixture package		TBD	
Delete base bid ceiling fans only (conduit, wire, switches & support remain in base bid)			(\$10,069)
<b>SUBTOTAL ACCEPTED ALTERNATES &amp; VE</b>			<b>(\$232,610)</b>
<b>Fee, Insurance &amp; Bond</b>			<b>(\$18,722)</b>
<b>TOTAL PROPOSED GMP</b>			<b>\$13,813,309</b>

**EXHIBIT B**  
**WAGE DETERMINATION**

Superseded General Decision Number: FL20200220

State: Florida

Construction Type: Building

County: Palm Beach County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021
1	01/22/2021
2	04/09/2021

ASBE0060-001 03/02/2016

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 34.58	12.57

CARP1809-002 08/01/2016

	Rates	Fringes
CARPENTER: PILEDRIVERMAN.....	\$ 25.20	10.36

\* ELEC0728-001 03/01/2021

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 34.78	12.89

ELEV0071-002 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.45	35.825

FOOTNOTE:

A: Employer contributes 8% basic hourly rate for 5 years or more of service or 6% basic hourly rate for 6 months to 5 years of service as Vacation Pay Credit; Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; plus the Friday after Thanksgiving; and Christmas Day.

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 ENGI0487-019 07/01/2016

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 23.75	9.20

-----  
 ENGI0487-020 05/01/2016

	Rates	Fringes
OPERATOR: Concrete Pump.....	\$ 26.04	9.23

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 ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane		
All Cranes 160 Ton		
Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton		
Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

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 IRON0402-005 01/01/2019

	Rates	Fringes
IRONWORKER (Ornamental and Structural).....	\$ 23.69	12.70

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 PLUM0630-006 01/01/2021

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe, Unit and Temperature Controls Installations).....	\$ 28.11	16.78

-----  
 PLUM0630-007 01/01/2021

	Rates	Fringes
PLUMBER.....	\$ 28.11	16.78

-----  
 SFFL0821-004 01/01/2021

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 29.88	20.27

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 SHEE0032-002 12/01/2013

	Rates	Fringes
SHEET METAL WORKER, Includes		

HVAC Duct Installation.....\$ 19.33 14.65

-----  
SUFL2014-029 08/16/2016

	Rates	Fringes
CARPENTER, Includes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, Metal Stud Installation.....	\$ 16.98	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.06	0.70
IRONWORKER, REINFORCING.....	\$ 18.67	0.00
LABORER: Common or General, Including Cement Mason Tending...	\$ 12.39	0.00
LABORER: Pipelayer.....	\$ 13.56	1.34
OPERATOR: Bulldozer.....	\$ 15.40	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 16.00	2.82
OPERATOR: Roller.....	\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....	\$ 16.00	3.48
ROOFER.....	\$ 20.45	4.77
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).



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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



February 14, 2022

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.: 800116194  
Project: Homeless Resource Center 2

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

A handwritten signature in black ink, appearing to read "Brett A. Ragland".

Brett A. Ragland  
*Attorney-in-fact*

**PUBLIC CONSTRUCTION BOND (PERFORMANCE)**

BOND NUMBER 800116194

BOND AMOUNT Fourteen Million Sixty-Four Thousand Six Hundred Forty-One and No Cents (\$14,064,641.00)

CONTRACT AMOUNT Fourteen Million Sixty-Four Thousand Six Hundred Forty-One and No Cents (\$14,064,641.00)

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

CONTRACTOR'S ADDRESS: 6241 North Dixie Highway, Suite 100, 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: Homeless Resource Center 2 (HRC2)

PROJECT NUMBER: 19220

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Construction for a new Homeless Resource Center approximately 20,336 sqft, all associated site work, landscaping, a culvert canal crossing, a new entrance on Lake Worth Rd, the closure and restoration of the existing entrance on Gulfstream Rd., and the reconfiguration of the area affected by the construction of the new entrance on Lake Worth Rd.

PROJECT LOCATION: 3680 Lake Worth Road, Lake Worth FL 33461

LEGAL DESCRIPTION: \_\_\_\_\_

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## CONTRACT PERFORMANCE BOND

BY THIS BOND, we, D. Stephenson Construction, Inc., as Principal and Atlantic Specialty Insurance Company, a Corporation, as Surety, whose address is 605 Highway 169 North, Suite 800, Plymouth, Minnesota 55441, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, for the sum of \$ 14,064,461.00; for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Performs the Contract dated \_\_\_\_\_, 20\_\_ between Principal and COUNTY, for the construction of Homeless Resource Center 2, Contract No: \_\_\_\_\_ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, together with any modification of said Contract that may hereafter be made, notice of such modifications to the Surety being waived; and
2. Pays COUNTY all loss, damages, expenses, liquidated damages, delay damages, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract; and
3. Promptly makes payment to all claimants and lienors as defined in Section 255.05(1), 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
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 and effect. Whenever Principal shall be, and declared by COUNTY to be in default under the Contract, the COUNTY having performed COUNTY'S obligations thereunder, the Surety may promptly remedy the default or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions; or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the COUNTY elects, upon determination by the COUNTY and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and COUNTY, and make available as the work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, less the balance of the Contract price; but not exceeding, including other costs and damages, including liquidated damages, for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by COUNTY to Principal under the Contract and any amendments thereto, less the amount properly paid by COUNTY to Principal.

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. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligation to COUNTY under this bond.

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 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 on \_\_\_\_\_, 20\_\_\_\_

PRINCIPAL: D. Stephenson Construction, Inc.

By: *D. Stephenson*  
Signature

*[Signature]*  
Attest as to the signature of Principal

Dwight Stephenson, CEO  
(Print Name and Title)

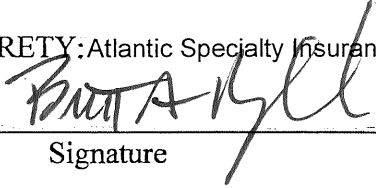
Sr. Vice President  
Title

(SEAL)

Address: 6241 North Dixie Highway, Suite 100

Ft. Lauderdale, FL 33334

SURETY: Atlantic Specialty Insurance Company

By:   
Signature

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

Attest as the signature of Surety

  
Title Kanani Cordero, Witness

(SEAL)

Address: 605 Highway 169 North, Suite 800

Plymouth, Minnesota 55441

**BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

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

**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.**



**PUBLIC CONSTRUCTION BOND (PAYMENT)**

BOND NUMBER 800116194

BOND AMOUNT Fourteen Million Sixty-Four Thousand Six Hundred Forty-One and No Cents (\$14,064,641.00)

CONTRACT AMOUNT Fourteen Million Sixty-Four Thousand Six Hundred Forty-One and No Cents (\$14,064,641.00)

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

CONTRACTOR'S ADDRESS: 6241 North Dixie Highway, Suite 100, 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: Homeless Resource Center 2 (HRC2)

PROJECT NUMBER: 19220

CONTRACT NUMBER (to be provided after Contract award): \_\_\_\_\_

DESCRIPTION OF WORK: Construction for a new Homeless Resource Center approximately 20,336 sqft, all associated site work, landscaping, a culvert canal crossing, a new entrance on Lake Worth Rd, the closure and restoration of the existing entrance on Gulfstream Rd., and the reconfiguration of the area affected by the construction of the new entrance on Lake Worth Rd.

PROJECT LOCATION: 3680 Lake Worth Road, Lake Worth FL 33461

LEGAL DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

**CONTRACT PAYMENT BOND**

**BY THIS BOND, WE,** D. Stephenson Construction, Inc., as Principal and Atlantic Specialty Insurance Company, a Corporation, as Surety, whose address is 605 Hwy 169 N., Ste 800, Plymouth, MN 55441, are bound to the Palm Beach County Board of County Commissioners, hereinafter called COUNTY, in the sum of \$ 14,064,461.00, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

**THE CONDITION OF THIS BOND** is that if Principal:

1. Promptly makes payment to all claimants and lienors supplying Principal with labor, materials or supplies, used directly or indirectly by Principal or reasonably required for the performance of the Contract and in the prosecution of the work provided for in the Contract dated \_\_\_\_\_, 20\_\_\_\_, between Principal and COUNTY for construction of Homeless Resource Center 2, Contract No. \_\_\_\_\_ (the "Contract"), the Contract being made a part of this bond by reference, in the time and in the manner prescribed in the Contract, and;

2. Pays COUNTY all losses, damages including liquidated damages and delay damages, expenses, costs, and attorney's fees, including appellate proceedings, the COUNTY sustains because of a default by Principal under the Contract;

then this bond is void; otherwise it remains in full force.

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 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.

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. The Principal shall be responsible for notification to Surety of all such changes, but failure of such notice shall not affect or be a defense or excuse to Surety's obligations under this bond.

Dated on \_\_\_\_\_, 20\_\_

PRINCIPAL: D. Stephenson Construction, Inc.

[Signature]  
Attest as to the signature of Principal

By: [Signature]  
Signature

Dwight Stephenson, CEO  
(Print Name and Title)

(SEAL)

Sr. Vice President  
Title

Address: 6241 North Dixie Highway, Suite 100

Ft. Lauderdale, FL 33334

SURETY: Atlantic Specialty Insurance Company

By: [Signature]  
Signature

Brett A. Ragland, Attorney-In-Fact and Florida  
Licensed Resident Agent

(Print Name and Title)

Attest as the signature of Surety

[Signature]  
Title Kanani Cordero, Witness

(SEAL)

Address: 605 Highway 169 North, Suite 800

Plymouth, Minnesota 55441

**BOND MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

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

**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**

**FORM OF GUARANTEE**

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

We the undersigned hereby guarantee that the (Homeless Resource Center 2 (HRC2), Project No. 19220) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

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

DATED \_\_\_\_\_  
(Date to be filled in at substantial completion)

SEAL AND NOTARIAL  
ACKNOWLEDGMENT OF SURETY

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.

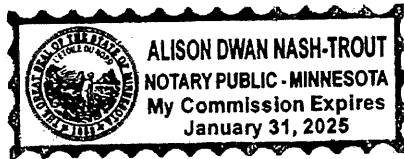
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



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.

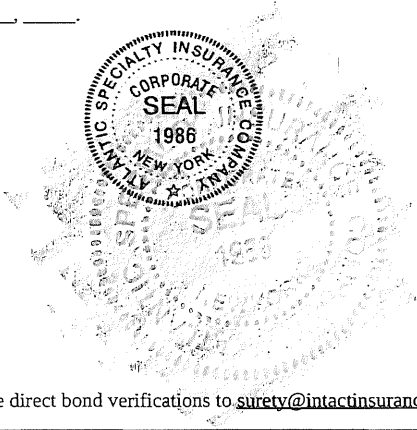


*Alison Nash-Trout*  
Notary Public

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 \_\_\_\_\_, \_\_\_\_\_.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary

Please direct bond verifications to [surety@intactinsurance.com](mailto:surety@intactinsurance.com)





## Irrevocable Letter of Direction

Account #621677080

February 17, 2022

Obligee: **Palm Beach County**  
Project: **Homeless Resource Center 2, Project #19220**  
Contractor: **D. Stephenson Construction, Inc.**  
Surety: **Atlantic Specialty Insurance Company**

To: **Palm Beach County**

The undersigned Contractor hereby irrevocably requests and directs that all payments due or to become due on account of the above referenced Project between Obligee and the undersigned be issued in the form of ACH's or Checks as follows:

ACH's are payable as follows:

ACH to: **Bremer Bank, National Association**

Bank Routing Number: **096010415**  
Account Name: **D. Stephenson Construction, Inc.**  
Account Number: **621677080**

Checks are to be made payable to: "D. Stephenson Construction, Inc."

and sent to the following address:

North American Construction Services, Inc.  
1710 Douglas Drive N.  
Suite 109  
Golden Valley, MN 55422

**Atlantic Specialty Insurance Company**, as surety on Performance and Labor and for Material Payment Bonds (the "Bonds") issued in connection with the aforesaid Project has required the establishment of an Escrow Account with Bremer Bank, National Association (the "Bank") and **D. Stephenson Construction, Inc.**

These instructions, which are coupled with an interest, may not be modified, changed or rescinded without the written authorization and consent of an officer or Attorney-In-Fact of the Surety. You may receive a follow up phone call or email from North American Construction Services, Inc. to confirm these instructions and answer any questions you may have.

6625 Miami Lakes Drive, Suite 500  
Miami, FL 33014  
Phone: 305-370-3028  
Fax: 305-602-8480

6241 North Dixie Highway  
Fort Lauderdale, FL 33334  
Phone: 954-315-7020  
Fax: 954-315-7030

401 W. Atlantic Avenue, Suite 9  
Delray Beach, FL 33444  
Phone: 561-910-9956  
Fax: 561-245-9591



Sincerely,

**D. Stephenson Construction, Inc.**

**Dwight E. Stephenson, CEO**

ACCEPTED AND AGREED BY  
OBLIGEE:  
**Palm Beach County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

\_\_\_\_\_  
Verified \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ By/Initials  
(This line for use by NACS only)

6625 Miami Lakes Drive, Suite 500  
Miami, FL 33014  
Phone: 305-370-3028  
Fax: 305-602-8480

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