

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: April 5, 2022

[X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 22-010 to the annual minor construction contract with D. W. Recreation Services, Inc. (Contractor) (R2021-1490) for the Multiple Parks Playground Equipment Replacement Rebid project in the amount of \$1,067,000 for a period of 120 calendar days from permit issuance.

Summary: On October 19, 2021, the Board of County Commissioners (Board) approved the annual minor construction contract with the Contractor for repairs, improvements and renovations to County properties. The playground equipment is outdated, parts are difficult to find, maintenance is costly, and the equipment has surpassed its life expectancy. Work Order No. 22-010 authorizes the demolition of the existing playground, procurement and installation of new playground equipment, installation of new curbing and new playground surfacing at the Jupiter Farms Park, Dubois Park, Ocean Cay Park and Carlin Park, respectively. This project aims to replace the older playground equipment at the four aforementioned County-owned parks as part of the approved Infrastructure Surtax Project Plan. Additionally, the project allows for each park to comply with the current design standards of the Americans with Disabilities Act (ADA) and the Consumer Product Safety Commission (CPSC) that provide guidelines for playground equipment based on age groups. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 120 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 \$80 per day. On August 21, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) Sheltered market for projects less than \$100,000; or 2) 10% Small Business Enterprises (SBE) Price Preference for projects \$100,000 or greater; or 3) a minimum mandatory 25% SBE subcontracting goal for multi-trade projects \$100,000 and over. Since this is a multi-trade project over \$100,000, the applicable API is a mandatory subcontracting goal of 25% SBE participation. The Contractor is an SBE and committed to 95.50% SBE participation on this work order. To date, the overall SBE participation on the annual minor construction contract is 83.61%. The Contractor is a local business. **Funding for this project is from the Infrastructure Sales Tax (IST) fund. (Capital Improvements Division) District 1 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on December 02, 2021 and the Contractor, D. W. Recreation Services, Inc. submitted the lowest responsive and responsible bid of the four bids received. This project is included among the list of 14 playground replacement projects identified in the Infrastructure Surtax project plan. The four aforementioned parks constitute the first group of the playground replacement projects.

Attachments:

1. Location Maps
2. Budget Availability Statement
3. Work Order No. 22-010
4. Bid Summary
5. Quotation Comparison
6. Annual Contract Minor Construction 19602: Control Sheet

Recommended by:  3/11/2022
Department Director Date

Approved by:  3/31/22
County Administrator Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$1,194,700				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,194,700	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					
Is Item Included in Current Budget:		Yes	X	No	
Does this item include use of federal funds?		Yes		No	X

Budget Account No:

Fund	Dept.	Unit	Object	Amount	Description
3950	581	T026-17	6401	\$343,675.00	Carlin Park -Construction/staff Cost
3950	581	T026-16	6401	\$295,675.00	Dubois Park - Construction/staff Cost
3950	581	T026-11	6401	\$261,675.00	Jupiter Farms Park -Construction/staff Cost
3950	581	T026-14	6401	\$272,675.00	Ocean Cay Park - Construction/staff Cost
3950	581	T026-17	6405	\$ 5,250.00	Carlin Park - Contingency
3950	581	T026-16	6405	\$ 5,250.00	Dubois Park - Contingency
3950	581	T026-11	6405	\$ 5,250.00	Jupiter Farms Park - Contingency
3950	581	T026-14	6405	\$ 5,250.00	Ocean Cay Park - Contingency

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


The funding source for this project is from the Infrastructure Sales Tax (IST) fund.

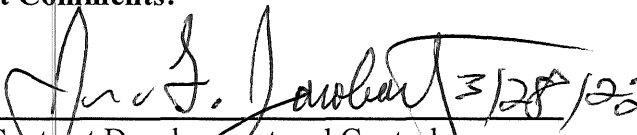
Construction	\$1,067,000.00
Staff Cost	\$ 21,000.00
Contingency	\$ 106,700.00
	<u>\$1,194,700.00</u>

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB 3/16/22
LM
3/15


Contract Development and Control 3/28/22
3-68-28 TD

B. Legal Sufficiency:


Assistant County Attorney 3/29/22

C. Other Department Review:

Department Director

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

LOCATION MAP

Project No: 2021-022511-R1
Project Name: Multiple Parks – Playground Equipment Replacement – Rebid
Locations:

- 1. 400 S SR A1A, Jupiter



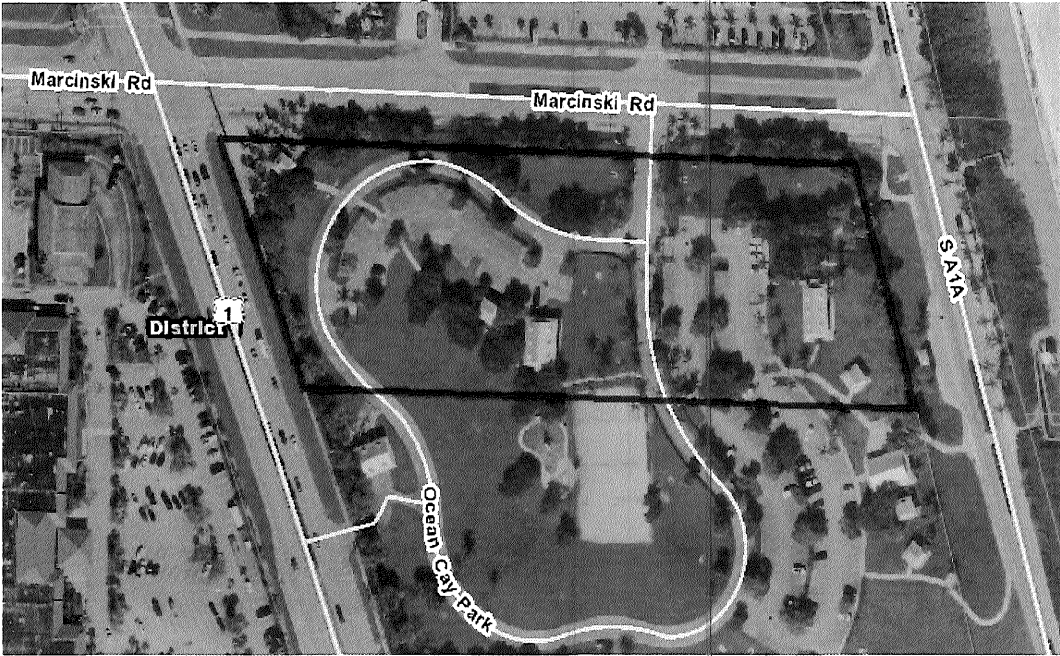
- 2. 19075 Dubois Road, Jupiter



3. 16655 Jupiter Farms Road, Jupiter



4. 2188 Marcinski Road, Jupiter



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/21/21 REQUESTED BY: Rocky Roque PHONE: 233-2050

PROJECT TITLE: 2021-022511-R1 Multiple Parks – Playground Equipment Replacement (RE-BID)
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$1,067,000.00

eFDO #: 2021-022511

CSA or CHANGE ORDER NUMBER:

LOCATION: 400 S. SR A1A, Jupiter, FL
19075 DuBois Road, Jupiter, FL
16655 Jupiter Farms Road, Jupiter, FL
2188 Marcinski Road, Jupiter, FL

BUILDING NUMBER: 1065/1061/1195/1371

DESCRIPTION OF WORK/SERVICE LOCATION: Carlin Park/DuBois Park/Jupiter Farms Park/Ocean Cay Park

PROJECT/W.O. NUMBER: 2021-022511-R1

CONSULTANT/CONTRACTOR: D.W. Recreation Services, Inc. (minor)

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

Remove and properly dispose of existing playground equipment and furnish and install new playground equipment.

CONSTRUCTION	\$1,067,000.00
PROFESSIONAL SERVICES	\$ NA
STAFF COSTS*	\$ 21,000.00
EQUIP. / SUPPLIES	\$ NA
CONTINGENCY	\$ 106,700.00
TOTAL	\$1,194,700.00

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

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

FUND:	DEPT:	UNIT:	OBJ: see attached breakdown
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IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

<input type="checkbox"/> Ad Valorem (Amount \$)	<input checked="" type="checkbox"/> Infrastructure Sales Tax (Amount \$ 1,194,700.00)
State (source/type: Amount \$)	Federal (source/type: Amount \$)
Grant (source/type: Amount \$)	Impact Fees: (Amount \$)
Other (source/type: Amount \$)	

Department: Parks + Recreation

BAS APPROVED BY: [Signature]

DATE 1-3-22

ENCUMBRANCE NUMBER:

Playground Equipment Replacement (Re-Bid)

Construction

Item	Park	Budget Account Numbers	Amount
1	Carlin Park	3950-581-T026-17-6401	\$317,000.00
2	DuBois Park	3950-581-T026-16-6401	\$269,000.00
3	Jupiter Farms Park	3950-581-T026-11-6401	\$235,000.00
4	Ocean Cay Park	3950-581-T026-14-6401	\$246,000.00
			\$1,067,000.00

Contingency

Item	Park	Budget Account Numbers	Amount
1	Carlin Park	3950-581-T026-17-6401	\$26,675.00
2	DuBois Park	3950-581-T026-16-6401	\$26,675.00
3	Jupiter Farms Park	3950-581-T026-11-6401	\$26,675.00
4	Ocean Cay Park	3950-581-T026-14-6401	\$26,675.00
			\$106,700.00

Staff Costs

Item	Park	Budget Account Numbers	Amount
1	Carlin Park	3950-581-T026-17-6505	\$5,250.00
2	DuBois Park	3950-581-T026-16-6505	\$5,250.00
3	Jupiter Farms Park	3950-581-T026-11-6505	\$5,250.00
4	Ocean Cay Park	3950-581-T026-14-6505	\$5,250.00
			\$21,000.00

Project Name: Multiple Parks – playground equipment replacement (re-bid)
Project No. 2021-022511-R1

**WORK ORDER 22-010 TO
ANNUAL CONTRACT R2021-1490
FOR MINOR CONSTRUCTION
PROJECT NAME: MULTIPLE PARKS – PLAYGROUND EQUIPMENT
REPLACEMENT (RE-BID)
PROJECT NO. 2021-022511-R1**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “Owner”, and D.W. Recreation Services, Inc., a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 20-4644237 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 10/19/21 (R2021-1490) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, as may be supplemented and amended by this Work Order;

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 Contractor, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for minor construction between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$1,067,000.00** for the construction costs of removing and properly disposing of existing playground equipment and furnishing and installing new playground equipment as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **120** calendar days of permit issuance. Liquidated Damages are \$80/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 95.5% SBE subcontracting participation on this Contract. Contractor will provide 95.5% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form

Project Name: Multiple Parks – playground equipment replacement (re-bid)
Project No. 2021-022511-R1

- EBO Schedules 1 and 2
- APIs
- Bid Bond/Security
- Project Requirements
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)

7. Annual Contract Modifications and Additions. The following provisions of the Annual Contract are modified as follows:

Section 5.2 of the “Instructions to Bidders” of the Contract is modified to include the following new section:

5.2.5 Failure to Provide the Required Documents after Notification of Award. *If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.*

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

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 General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor’s 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 Contractor shall obtain from each of its subcontractors an affidavit stating that the 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.

Project Name: Multiple Parks – playground equipment replacement (re-bid)
Project No. 2021-022511-R1

Contractor shall maintain a copy of any such affidavit from a 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 Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.*

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

83.4 *If Owner terminates this Contract pursuant to the above, Contractor 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, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.*

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

Project Name: Multiple Parks – playground equipment replacement (re-bid)
Project No. 2021-022511-R1
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida
has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made
and executed this Work Order, the day and year written above.

ATTEST:
JOSEPH ABRUZZO, CLERK &
COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida, BOARD
OF COUNTY COMMISSIONERS

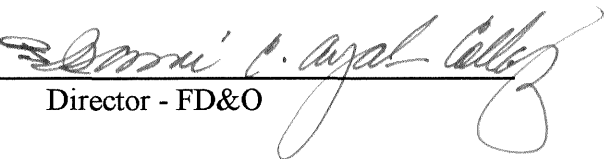
By: _____
Deputy Clerk

By: _____
Robert S. Weinroth, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Multiple Parks – playground equipment replacement (re-bid)
Project No. 2021-022511-R1

WITNESS: FOR CONTRACTOR
SIGNATURE



Signature

Donald West

Name (type or print)

CONTRACTOR:



Signature

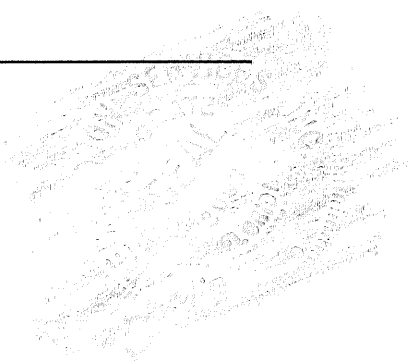
Candace West

Name (type or print)

President

Title

(Corporate Seal)



BID FORM

PROJECT NUMBER: 2021-022511-R1

PROJECT NAME: Multiple Parks – Playground Equipment Replacement (RE-BID)

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION FOR QUOTE/BID,
THE QUOTE/BID PACKAGE MUST CONTAIN:

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) Bid Security. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued N/A

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. QUOTE/BID AMOUNT (Carlin Park)

\$ 317,000.00

Written amount Three hundred seventeen thousand dollars and zero cent

2. QUOTE/BID AMOUNT (DuBois Park)

\$ 269,000.00

Written amount Two hundred sixty nine thousand dollars and zero cen

3. QUOTE/BID AMOUNT (Jupiter Farms Park)

\$ 235,000.00

Written amount Two hundred thirty five thousand dollars and zero cen

4. QUOTE/BID AMOUNT (Ocean Cay Park)

\$ 246,000.00

Written amount Two hundred forty six thousand dollars and zero cen

5. TOTAL QUOTE/BID AMOUNT

\$ 1,067,000.00

Written amount One million sixty seven thousand dollars and zero cents

6. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment A and as submitted on its EBO Schedules 1 and 2.

7. Is the Bidder a Palm Beach County certified S/M/WBE? Yes ☒ No ☐

8. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of

discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

9. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

10. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows: N/A

Addendum # _____ dated _____ Addendum# _____ dated _____
Addendum # _____ dated _____ Addendum# _____ dated _____

The undersigned has included the signed addenda, if issued, in its bid package.

11. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

QUOTE/BID PROVIDED BY: D.W. Recreation Services, Inc.

Contractor Name

12/1/21

Date

Candace West

Signature

Candace West / President

Print Name and Title

Quote/Bid Must Contain Original Signatures. No Copies or Emailed/Faxed Quotes/Bids Will Be Accepted

ATTACHMENT "A"
(for Minor Construction - MultiTrade)

**AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION
PROCUREMENT**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

X **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

X **SBE Subcontracting Program**

A minimum mandatory goal of 25% SBE participation is established for this contract for Work Orders over \$100,000. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

Multiple Parks – Playground Equipment Replacement
(RE-BID)

SOLICITATION/PROJECT/BID NAME: _____

NAME OF PRIME RESPONDENT/BIDDER: D.W. Recreation Services, Inc. _____

CONTACT PERSON: Candace West _____

SOLICITATION OPENING/SUBMITTAL DATE: December 2, 2021 _____

SOLICITATION/PROJECT/BID No.: 2021-022511-R1 _____

ADDRESS: 9951 Equus Circle Boynton Beach, FL 33472 _____

PHONE NO.: 561-289-7658 _____ E-MAIL: cwest@dwrecreation.com _____

DEPARTMENT: _____

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

		(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
		Non-SBE	M/WBE	SBE					
			Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. ^{Prime} D.W. Recreation Services, Inc. 9951 Equus Circle Boynton Beach, FL 33472 1-561-818-4819		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	95.5%	_____	_____
2. ^{Subcontractor(s) if any:} Robertson Recreational Services/TotTurf 2414 W. 12th St. Ste 5 Tempe, AZ 85281 1-800-858-0519 VC0000104556		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	4.5%	_____
3.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)					Total	_____	95.5%	4.5%	_____

Total Bid Price \$ 1,067,000.00 _____

Total SBE - M/WBE Participation 95.5% _____

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

Candace West
Signature

President
Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: 2021-022511-R1
SOLICITATION/PROJECT NAME: Multiple Parks – Playground Equipment Replacement (RE-BID)

Prime Contractor: D.W. Recreation Services, Inc. Subcontractor:

(Check box(s) that apply)
☒SBE ☒WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 7/18/22

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Provide and Install Playground Equipment at all 4 Parks				95%
	(including but not limited to demo, site work, concrete, installation, mulch surfacing, drainage and landscaping)				

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:

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

D.W. Recreation Services, Inc.

Print Name of Prime

By: Candace West
Authorized Signature

Candace West

Print Name

President

Title

Date: 12/1/2021

Print Name of Subcontractor/subconsultant

By:
Authorized Signature

Print Name

Title

Date:

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: **2021-022511-R1**
 SOLICITATION/PROJECT NAME: **Multiple Parks – Playground Equipment Replacement (RE-BID)**

Prime Contractor: **D.W. Recreation Services, Inc.** Subcontractor: **Robertson Recreational Services/Tot Turf**
 (Check box(s) that apply)

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

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

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

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	PIP Safety Surface Installation at Dubois Park				4.5%

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: _____

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

 Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

D.W. Recreation Services, Inc.

Print Name of Prime

By:

Candace West

Print Name

President

Title

Date:

11/30/21

Robertson Recreational Services/Tot Turf

Print Name of Subcontractor/subconsultant

By:

Richard Hawley

Print Name

VP of Sales

Title

Date:

11/30/21

Revised 09/17/2019

IFQ/B ATTACHMENT B
Include Attachment B if bid is \$200,000 or more

PROJECT NUMBER: 2021-022511-R1

PROJECT NAME: Multiple Parks – Playground Equipment Replacement (RE-BID)

DATE: December 2, 2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, D.W. Recreation Services, Inc
(hereinafter called "Principal"), and FCCI Insurance Company
(hereinafter called "Surety") are held and firmly bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of County Commissioners, (hereinafter called "County") in the sum of Five Percent of Amount Bid
Dollars, (\$ 5% of Amount Bid), (**which sum is at least 5% of the bid price**), lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials, equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of: **Multiple Parks – Playground Equipment Replacement (RE-BID), Project Number 2021-022511-R1**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check, money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii) furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County", and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and lawful money of the United States of America, as liquidated damages for failure of said "Principal".

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

PROJECT NUMBER: 2021-022511-R1

PROJECT NAME: Multiple Parks – Playground Equipment Replacement (RE-BID)

DATE: December 2, 2021

IN WITNESS WHEREOF, the said D.W. Recreation Services, Inc
as "Principal" herein, has caused these presents to be signed in its name, by its President
Secretary, and attested by its Secretary under
the corporate seal, and the said FCCI Insurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
2nd, and attested by its corporate Seal, this 2nd day of December A.D., 20 21.

ATTEST:

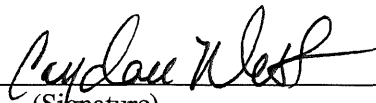
(SEAL)



Donald West
Print Name

TITLE: VP/Secretary

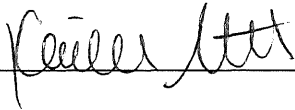
D.W. Recreation Services, Inc
(Contractor Name)

By: 
(Signature)

Print Name and Title: Candace West
President

ATTEST:

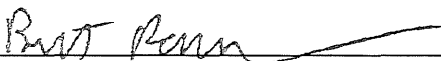
(SEAL)



Kailee Stone
Print Name

TITLE: Witness

FCCI Insurance Company
(Surety Name)

By: 
(Signature)

Print Name and Title: Brett Rosenhaus, Attorney-in-Fact

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Brett Rosenhaus

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of June, 2020.

Attest: Christina D. Welch, President
FCCI Insurance Company



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

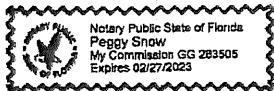


Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023



Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 2nd day of December, 2021

Christina D. Welch
Christina D. Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company

**IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract – Minor Construction**

Contact: Rocky Roque Capital Improvements Division

Phone: (561) 233-2050

Project Title: Multiple Parks – Playground Equipment Replacement (RE-BID)

Project #: 2021-022511-R1

Project Locations: Carlin Park, 400 S. S.R. A1A, Jupiter, FL
DuBois Park, 19075 DuBois Road, Jupiter, FL
Jupiter Farms Park, 16655 Jupiter Farms Road, Jupiter, FL
Ocean Cay Park, 2188 Marcinski Road, Jupiter, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Minor Construction for additional requirements.
- c. Work to be completed during the hours of 7:00 am to 5:00 pm, Monday through Friday.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) days from permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to Proceed and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

- a. Contractor to remove and properly dispose of existing playground equipment, and furnish and install new playground equipment as outlined in Exhibits "1" – "5".
- b. Contractor to provide individual bids for each project as outlined on the Bid Form.

3. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must be included which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, so as to allow the Project Manager to evaluate the proposed substitution.

4. EXISTING EQUIPMENT

Contractor shall be responsible for storage of all old equipment, loading, delivery and off-loading such equipment to Palm Beach County's Fixed Asset Division at 2455 Vista Parkway, WPB, FL.

5. MATERIALS

- a. All material shall meet or exceed Florida Building Code and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

6. TEMPORARY PROTECTION

The Contractor shall protect all workers, staff and the general public from injury. The Contractor shall coordinate and schedule all work with the Project Manager.

7. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

8. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

9. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

10. INSTALLATION

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

11. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

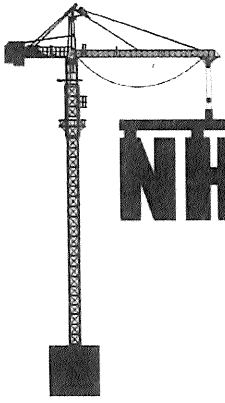
12. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

13. SECURITY

All bidders must have badged employees as identified below prior to commencement of work.

This project is subject to: ☐ Critical Facilities Background Check
 ☐ CJI Facilities Background Check
 ☒ No Background Check



NHC

NIELSON, ROSENHAUS & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

February 24, 2022

Palm Beach County
2633 Vista Parkway,
West Palm Beach, FL 33411

RE: D.W. Recreation Services, Inc

Bond No: 3302591

Project: 2021-022511-R1 – Multiple Parks-Playground Equipment Replacement (Re-Bid)

To Whom it May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize **D.W. Recreation Services, Inc** and/or **Palm Beach County** to date the captioned bond, power of attorney to coincide with the Contract Date and the form of guarantee upon substantial completion. Please note the bond date cannot be prior to the contract date.

Please provide the bond date and send back to our office via email as soon as possible:

Bond Date: _____

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime

Sincerely,

Brett Rosenhaus
Attorney-in-Fact

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

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 3302591

CONTRACTOR: D.W. Recreation Services, Inc
9951 Equus Circle,
Boynton Beach, FL 33472
561-818-4819

SURETY: FCCI Insurance Company
6300 University Parkway,
Sarasota, FL 34240
800-226-3224

AGENT: Nielson, Rosenhaus & Associates, Inc
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561-454-8210

OBLIGEE: Palm Beach County Board of County Commissioners
2633 Vista Parkway,
West Palm Beach, FL 33411
561-233-0261

PROJECT: 2021-022511-R1 – Multiple Parks Playground Equipment Replacement (Re-Bid)

LOCATION: 400 S. S.R. A1A, Jupiter; 19075 Dubois Rd., Jupiter; 16655 Jupiter Farms Rd., Jupiter; 2188 Marcinski Rd., Jupiter

PUBLIC CONSTRUCTION BOND

BOND NUMBER 3302591

BOND AMOUNT One Million Sixty Seven Thousand and 00/100 Dollars (\$1,067,000.00)

CONTRACT AMOUNT One Million Sixty Seven Thousand and 00/100 Dollars (\$1,067,000.00)

CONTRACTOR'S NAME: D.W. Recreation Services, Inc

CONTRACTOR'S ADDRESS: 9951 Equus Circle, Boynton Beach, FL 33472

CONTRACTOR'S PHONE: 561-818-4819

SURETY COMPANY: FCCI Insurance Company

SURETY'S ADDRESS: 6300 University Parkway, Sarasota, FL 34240

SURETY'S PHONE: 800-226-3224

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: Multiple Parks – playground equipment replacement (re-bid)

PROJECT NUMBER: 2021-022511-R1

CONTRACT NUMBER (to be provided after Contract award):

DESCRIPTION OF WORK: Remove and properly dispose of existing playground equipment and
furnish and install new playground equipment.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION:

400 S. S.R. A1A, Jupiter; 19075 Dubois Rd., Jupiter; 16655 Jupiter Farms Rd., Jupiter; 2188
Marcinski Rd., Jupiter

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

Dollars (\$1,067,000.00)
(One million sixty-seven thousand and 00/100)

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: Multiple Parks – playground equipment replacement (re-bid)
Project No.: 2021-022511-R1
Project Description: Remove and properly dispose of existing playground equipment and furnish
and install new playground equipment
Project Location: 400 S. S.R. A1A, Jupiter; 19075 Dubois Rd., Jupiter; 16655 Jupiter Farms
Rd., Jupiter; 2188 Marcinski Rd., Jupiter

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 removing and properly disposing of existing playground equipment and furnishing and installing new playground equipment, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

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

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

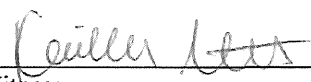
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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

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

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




Witness




Witness

D.W. Recreation Services, Inc
Principal (Seal)



(Print Name and Title) Candace West
President

FCCI Insurance Company
Surety (Seal)



(Print Name and Title) Brett Rosenhaus,
Attorney-in-Fact

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

FIRST PAGE MUST BE COMPLETED

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: D.W. Recreation Serivces, Inc and Surety
Name: FCCI Insurance Company.

We the undersigned hereby guarantee that the (Multiple Parks – playground equipment replacement (re-bid); #2021-022511-R1) 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.W. Recreation Serivces, Inc
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Donald West - Vice President
(Print Name and Title)

FCCI Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:


Brett Rosenhaus

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): **\$10,000,000.00**

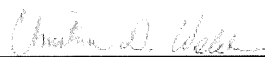
This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 25TH day of June, 2020.

Attest: 
Christina D. Welch, President
FCCI Insurance Company

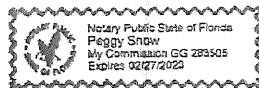



Christina D. Welch, EVP, General Counsel,
Chief Audit & Compliance Officer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

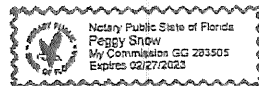




Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023





Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this _____ day of _____, _____


Christina D. Welch, EVP, General Counsel, Chief Audit &
Compliance Officer, Secretary FCCI Insurance Company



DWRECRE-02

BKING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2021

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

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

PRODUCER CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Diane Traynor	
	PHONE (A/C, No, Ext): (561) 776-9001	FAX (A/C, No): (561) 427-6730
	E-MAIL ADDRESS: Dtraynor@callic.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED D.W. Recreation Services, Inc. 2500 NW 79th Ave. #258 Doral, FL 33122	INSURER A : Clear Blue Specialty Insurance Co	37745
	INSURER B : Allstate Insurance Company	19232
	INSURER C : Bridgefield Casualty Ins Co	10335
	INSURER D : Federal Insurance Company	20281
	INSURER E :	
	INSURER F :	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	AR01RS210297800	7/7/2021	7/7/2022	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GENERAL AGGREGATE	\$ 2,000,000							
	PRODUCTS - COMP/OP AGG	\$ 2,000,000							
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	648903215	7/7/2021	7/7/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$	
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	19651186	7/7/2021	7/7/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Equipment Floater			45470172EUC	7/7/2021	7/7/2022	Rented/Leased Equip.	100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Minor Construction #19602
Certificate holder is additional insured including ongoing and completed operations for General Liability per CG2037 & CG2010 & Auto Liability when required by written contract. General Liability is primary and non-contributory for the additional insureds when required by written contract. Waiver of subrogation applies to General Liability, Auto Liability and Workers' Compensation for the certificate holders when required by written contract. Cancellation applies as per policy terms, conditions and exclusions.
Certificate holder is expanded to read: Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employee

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Ebix Insurance Compliance PO Box 100085 - DX Duluth, GA 30096	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Playground Equipment Replacement (Re-Bid)

Construction

Item	Park	Budget Account Numbers	Amount
1	Carlin Park	3950-581-T026-17-6401	\$317,000.00
2	DuBois Park	3950-581-T026-16-6401	\$269,000.00
3	Jupiter Farms Park	3950-581-T026-11-6401	\$235,000.00
4	Ocean Cay Park	3950-581-T026-14-6401	\$246,000.00
			\$1,067,000.00

Contingency

Item	Park	Budget Account Numbers	Amount
1	Carlin Park	3950-581-T026-17-6401	\$26,675.00
2	DuBois Park	3950-581-T026-16-6401	\$26,675.00
3	Jupiter Farms Park	3950-581-T026-11-6401	\$26,675.00
4	Ocean Cay Park	3950-581-T026-14-6401	\$26,675.00
			\$106,700.00




Staff Costs

Item	Park	Budget Account Numbers	Amount
1	Carlin Park	3950-581-T026-17-6505	\$5,250.00
2	DuBois Park	3950-581-T026-16-6505	\$5,250.00
3	Jupiter Farms Park	3950-581-T026-11-6505	\$5,250.00
4	Ocean Cay Park	3950-581-T026-14-6505	\$5,250.00
			\$21,000.00


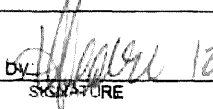


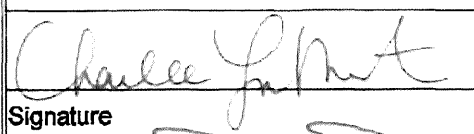

PRE-BID MANDATORY
PM: ROCKY ROGUE
ANNUAL: MINOR CONSTRUCTION
API: PRICE PREFERENCE

BID SUMMARY

Project Name:	Multiple Parks - Playground Equipment (RE-BID)							
Project Number:	2021-022511-R1							
Bid Opening Date:	12/02/21							
CONTRACTOR	D.W. Recreation Services, Inc.	Joe Schmidt Construction, Inc.	All-Site Construction, Inc.	Ralph Della-Pietra Inc.				
Local Bidder	LOCAL	LOCAL	LOCAL	LOCAL				
Prime S/M/WBE	SBE	SBE	SBE	SBE				
ALTERNATE BID (CARLIN PARK):	\$317,000.00	\$350,000.00	\$376,754.03	\$415,220.00				
ALTERNATE BID (DUBOIS PARK):	\$269,000.00	\$330,000.00	\$390,281.85	\$404,886.00				
ALTERNATE BID (JUPITER FARM PRK):	\$235,000.00	\$275,500.00	\$350,863.21	\$380,850.00				
ALTERNATE BID (OCEAN GAY PARK):	\$246,000.00	\$272,000.00	\$298,192.92	\$341,643.00				
BID	\$1,067,000.00	\$1,227,600.00	\$1,415,892.01	\$1,542,599.00				
BID BOND	Yes	Yes	Yes - NTE \$100,000	Yes				
SBE SCHEDULE 1 <small>(Shell list the S/M/WBE Prime and the names of all subcontractors regardless of S/M/WBE.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory				
SBE PARTICIPATION	96.60%	86.40%	71.12%	96.00%				
SBE SCHEDULE 2 <small>(A separate Schedule 2 must be included for each subcontractor, signed by subcontractor and Prime Contractor.)</small>	Satisfactory	Satisfactory	Satisfactory	Satisfactory				
COMMENTS:								

Bid Documents opened by:  
Bids Documents recorded by: 

Note: Tabulation is not official until checked and certified by Capital Improvements Division

PALM BEACH COUNTY FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT COMPETITIVE QUOTATION COMPARISON			
Project Name: Multiple Parks - Playground Equipment (RE-BID)			
Project Number: 2021-022511-R1			
SOLICITATION DATE:		Tuesday, October 26, 2021	
QUOTATION RECEIPT DATE:		Thursday, December 2, 2021	
	Vendor	Dollar Quotation	Comments (SBE)
1	D.W. Recreation Services, Inc.	\$1,067,000.00	95.50%
2	Joe Schmidt Construction, Inc.	\$1,227,500.00	86.40%
3	All-Site Construction, Inc.	\$1,415,892.01	71.12%
4	Ralph Della-Pietra Inc.	\$1,542,599.00	96.00%
Bid opened by  12/8/21		Bid recorded by  12/8/21	
SIGNATURE		SIGNATURE	
DATE		DATE	
COMMENTS:			
ESTIMATE: N/A			
THE RECOMMENDED CONTRACTOR'S AND ANY LISTED SUB-CONTRACTORS(S) LICENSE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. 			
THE RECOMMENDED CONTRACTOR'S INSURANCE(S) ARE CURRENT AND IN COMPLIANCE WITH PALM BEACH COUNTY REQUIREMENTS. 			
BASED ON A REVIEW OF THE ABOVE-LISTED QUOTATIONS, IT IS CONCLUDED THAT: <u>D.W. Recreation Services, Inc.</u> PROVIDED THE LOWEST RESPONSIVE AND RESPONSIBLE QUOTATION.			
		12-9-2021	
Signature		Date	
		12-10-21	
Approved		Date	

All Contractors

Procurement Project Implementation Group

W/MBE BREAKDOWN

Attachment # 6