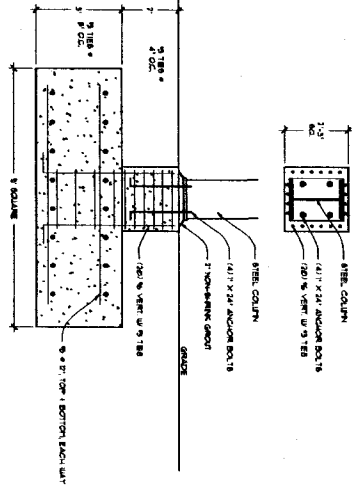


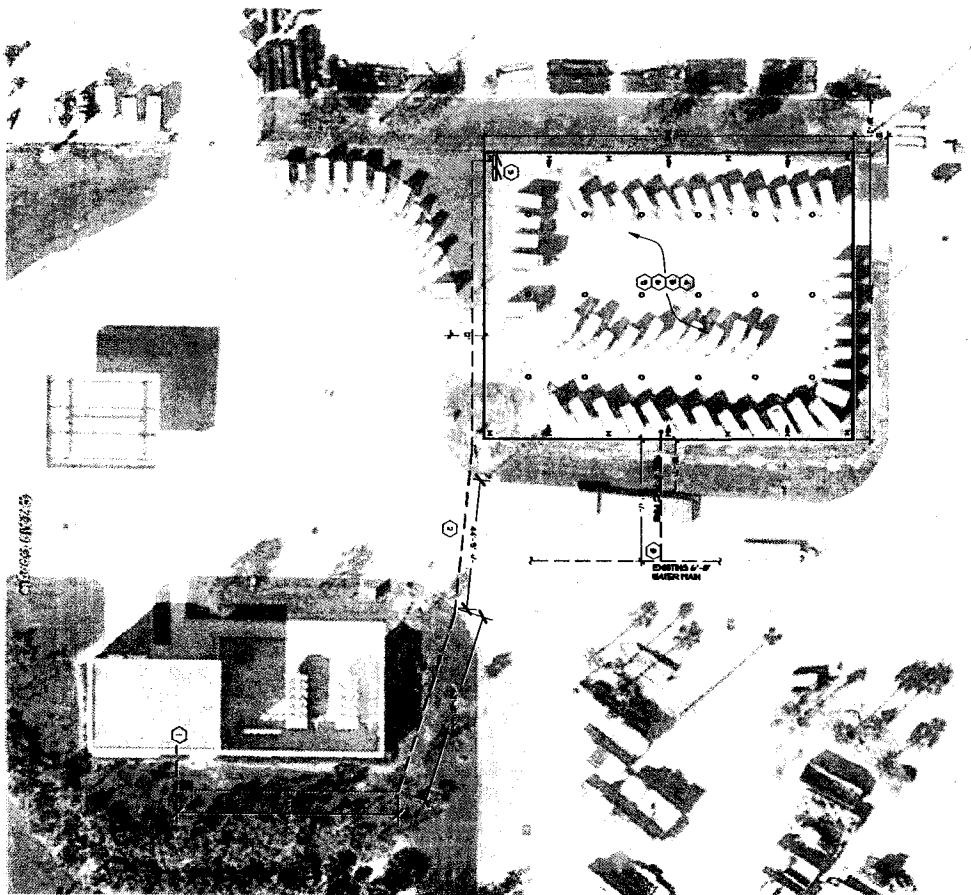
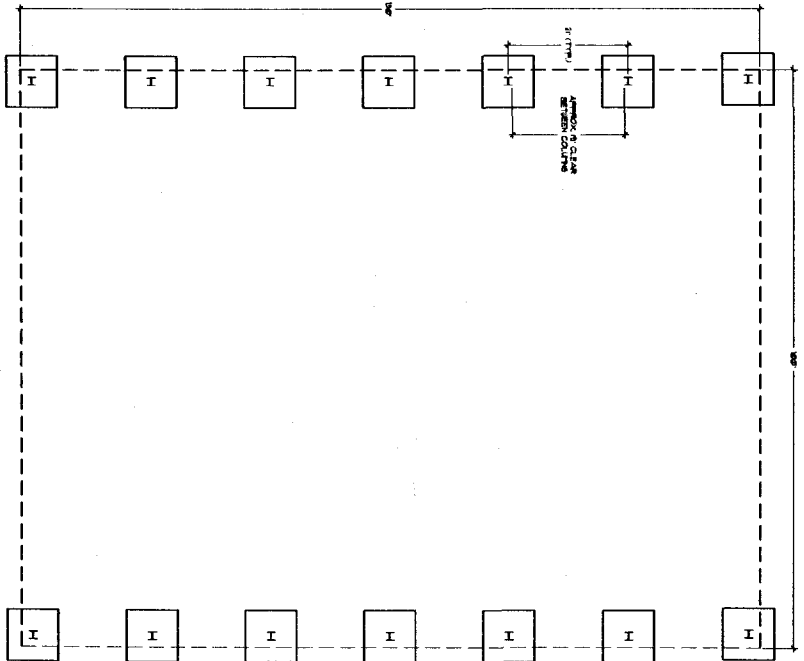




TYPICAL FOOTING  
1/4" = 1'-0"



FOUNDATION PLAN  
1/4" = 1'-0"



SITE PLAN  
1/4" = 1'-0"



**ELECTRICAL NOTES:**

1. THE TOTAL LOAD OF ALL EQUIPMENT SHALL BE DETERMINED BY THE ELECTRICAL ENGINEER AND SHALL BE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
2. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ORDINANCES.
3. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
4. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
5. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
6. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
7. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
8. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
9. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
10. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.

PRELIMINARY

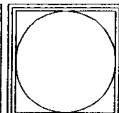
DATE: 10/15/10  
BY: [Signature]  
SHEET OF A2

REVISIONS

WATER UTILITIES DEPT. - CROC  
7700 FOREST HILL BLVD.

SITE PLAN & DETAILS

**ROBLING**  
ARCHITECTURE  
CONSTRUCTION



ATTACHMENT #1

**AMENDMENT #2 TO ANNUAL PAVILION, SHELTERS, AND SHEDS CONTRACT**

This Amendment No. 2 dated March 15, 2011, to the Contract (R2010-0615) dated April 20, 2010, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and Robling Architecture Construction, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

The contract provided that Contractor would act as the approved annual Pavilion, Shelters, and Sheds contractor working within the annual capacity as established below:

	<b>Effective Date</b>	<b>End Date</b>	<b>Added Capacity</b>	<b>Cumulative Capacity</b>
Original Contract	April 20, 2010	April 19, 2011		\$ 499,999.00

Amendment No. 2: increases the total dollar value by \$433,455.00 for a new total contract value of \$931,056.25.

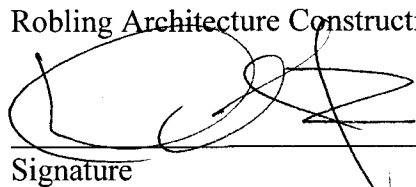
Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

ATTEST:

Witness:

Robling Architecture Construction, Inc.

  
Signature

  
Signature

Barbara Skemadykat  
Printed Name

FRES.  
Printed Name and Title

Sharon R. Bock, Clerk & Comptroller

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

BOARD OF COUNTY COMMISSIONERS

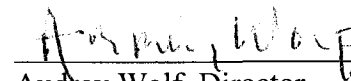
Deputy Clerk

Karen T. Marcus, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

County Attorney

  
Audrey Wolf, Director  
Facilities Development & Operations

WORK ORDER  
Work Order #11-003  
Annual Contract: Pavilion and Shelters  
R-2010-0615

---

To: **Robling Architecture Construction, Inc.**  
101 Walker Avenue  
Greenacres, FL 33463  
Attention: Mr. Robling

---

Project Location: 8100 Forest Hill Blvd., WPB

Project # 11345

Title: WUD CROC – new pavilion

Scope of Work: Provide all labor, material, supervision, permits and supplies necessary and reasonably incidental for work per proposal submitted by Robling Architecture Construction.

Amount of W.O.: \$672,603.00

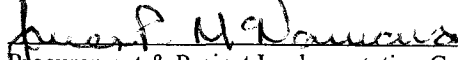
Requisition Date: 2/15/11

Account Number: 4011-721-W006-6502

Vendor Code: VC0000103416

District: 6

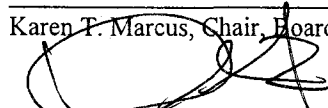
---

PBC Representative:  2/15/11  
Procurement & Project Implementation Group Date

Approval:  2/23/11  
Audrey Wolf, Director, Facilities Development & Operations Date

Approval: \_\_\_\_\_  
County Attorney Date

Approval: \_\_\_\_\_  
Karen T. Marcus, Chair, Board of County Commissioners Date

Acknowledgment:  2/15/11  
Robling Architecture Construction, Inc. Date

SBE % Participation-to-Date  
SBE % Participation this W.O. 20 %  
\*Specific goals for this contract are 15%.

- COPIES TO:  Contract Development & Control  
 Finance  
 Fixed Assets  
 FD&O Fiscal

**ATTACHMENT # 3**

# ROBLING

ARCHITECTURE  
CONSTRUCTION

AA 20000111 EB 200211 QB 419000

ARCHITECTURE ENGINEERING CONSTRUCTION

101 Walker Avenue, Greenacres, Florida 33463

P: 561-649-6705 F: 561-649-6748

www.robling.com

Proposal Submitted to  
Facilities Services / PPIG

Phone  
561-262-9332

Date  
February 10, 2011

Street  
2633 Vista Parkway

Job Name  
100' x 130' WUD Metal Building - Foundations & Underground

City, State and Zip Code  
West Palm Beach, FL 33411-5607

Attn:  
Mr Jim McNamara- Project Manager

We hereby submit specifications and estimates for:  
As per annual contract # R-2010-0615 supply the following:

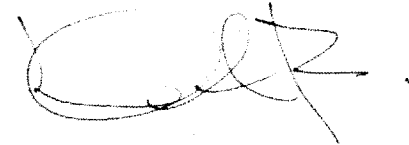
1. Metal Storage Building : (Para 2.07d) A. One unit at \$470,322.75 per unit.	\$470,322.75
2. Electrical (Line item 54 para 2.08a) A. 665 hours @ \$52.50 B. \$47,635.00 materials x 1.10	\$34,912.50 \$52,398.50
3. Plumbing (Line item 57 para 2.08d) A. 377 hours @ \$52.50 B. \$28,375.00 materials x 1.10	\$19,792.50 \$31,212.50
4. Carpentry (Line item 55/2.08b) A. 433 @ \$47.25 B. \$21,750.00 materials x 1.10	\$20,459.25 \$23,925.00
5. Equipment (Para 2.08 f) A. \$17,800 x 1.10	\$19,580.00

We propose hereby agree to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

dollars \$672,603.00

Payment to be made as follows:  
Monthly progress payments.

Authorized Signature



Damon A Robling, President

All agreements contingent upon strikes, accidents, or delays beyond our control.  
Owner to carry fire tornado and other necessary insurance. Our workers are fully  
covered by workers compensation insurance.

Date

Acceptance of proposal- The above prices, specifications, and conditions are  
satisfactory and are hereby accepted. You are authorized to do the work as  
specified. Payment will be made as outlined above.

Signature

Date of Acceptance

ATTACHMENT # 4

# ROBLING

ARCHITECTURE  
CONSTRUCTION

AA 00001111 EB 250111 OB 011111

ARCHITECTURE ENGINEERING CONSTRUCTION

101 Walker Avenue, Greenacres, Florida 33463

P: 561-649-6705 F: 561-649-6748

www.robling.com

Proposal Submitted to  
Facilities Services / PPIG

Phone  
561-262-9332

Date  
February 10, 2011

Street  
2633 Vista Parkway

Job Name  
100' x 130' WUD Metal Building - Foundations & Underground

City, State and Zip Code  
West Palm Beach, FL 33411-5607

Attn:  
Mr Jim McNamara- Project Manager

We hereby submit specifications and estimates for:  
As per annual contract # R-2010-0615 supply the following:

**Metal Building:** Excavate, form, compact, test (14) fourteen (est.) 9'-0"x9'-0"x3'-0" concrete footings with associated rebar and anchor bolts. Backfill and grade with existing fill/rock. Construct 100' x 130' pre-engineered metal building with standing seam roof, 14 ft. eave height, 42" side skirt panels and full gable end panels. Structural members to be factory primed and finish painted in the field. Building has a full length decorative "pop-up" (similar to the adjacent horse stables) with vented ridge cap. Includes all flashing, trim, gutters, downspouts, anchor bolts, engineered drawings, testing, permit fees. Concrete floor slab not included.

**Electrical:** Install conduit, wiring and all required accessories for complete power, lighting, and lightning protection systems. Provide fire alarm conduit & wiring for new valve tamper switch and water-flow switch for sprinkler system and tie into fire alarm system in electrical room. Includes directional drill under asphalt.

**Fire Protection:** Saw-cut existing asphalt and tap into existing water-main. Provide new 4" PVC fire main to feed sprinkler system. Provide water riser with shut-off valve, main drain and water-flow switch. Provide all overhead piping, fittings & sprinklers for a complete automatic wet-pipe system per NFPA-13.

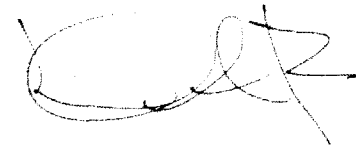
We propose hereby agree to furnish labor and materials- complete in accordance with the above specifications, for the sum of:

dollars \$672,603.00

Payment to be made as follows:

Monthly progress payments.

Authorized Signature \_\_\_\_\_



Damon A Robling, President

All agreements contingent upon strikes, accidents, or delays beyond our control.  
Owner to carry fire tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance.

\_\_\_\_\_ Date

Acceptance of proposal- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

\_\_\_\_\_ Date of Acceptance



SUMMARY OF PARTICIPATION FOR M/WBE OR SBE CONSULTANTS

PROJECT NAME: 100' x 130' WUD Metal Building - Foundations & Underground PROJECT NO.: 11345  
 NAME OF PRIME BIDDER: Robling Architecture Construction, Inc.  
 CONTACT PERSON: Damon A Robling PHONE NO.: (561) 649-6705 FAX NO.: (561) 649-6748  
 BID/PROPOSAL DATE: 2/10/2011 DEPARTMENT: PPIG

-----  
 PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS  
 -----

Name, Address and Phone Number of SBE or M/WBE Consultant	Small	Black	Hispanic	Contract Amount Women	Other
1) Robling Architecture Construction, Inc. 101 Walker Avenue, Greenacres, FL 33463 T: 561-649-6705 ; F: 561-649-6748	\$ 134,520.60	\$ -	\$ -	\$ -	\$ -
2)	\$ -	\$ -	\$ -	\$ -	\$ -
3)	\$ -	\$ -	\$ -	\$ -	\$ -
4)	\$ -	\$ -	\$ -	\$ -	\$ -
5)	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ 134,520.60	\$ -	\$ -	\$ -	\$ -
Total Bid Price	\$672,603	Total M/WBE-SBE	\$	134,520.60	

Note: 1. The amount listed on this form must be supported by the subcontractors priced included on Schedule 2 in order to be counted toward goal attainment.  
 2. M/WBE- SBE information is being collected for tracking purpose only.

ATTACHMENT # 5

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO: 11345 PROJECT NAME: 100'x130' WUD Metal Bldg. - Foundations & Underground  
TO: Robling Architecture Construction, Inc.

The undersigned is certified by Palm Beach County as a(a) - (check one or more as applicable):

Small Business Enterprise  Black Business Enterprise

Hispanic Business Enterprise  Women Business Enterprise

Other (Please specify) \_\_\_\_\_

Date of Palm Beach County Certification: 6/27/2009 - 6/26/2012

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail particular work items or parts thereof to be performed):

100' x 130' WUD Metal Building - Foundations & Underground  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

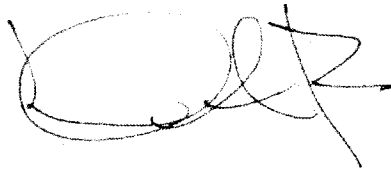
at the following price: \$ 134,520.60  
(Subcontractor's quote)

and will enter into a formal agreement for the work with you conditioned upon your execution of a contract with Palm Beach County.

If the undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

The undersigned subcontractor understands that the provision of this form to the prime bidder does not prevent subcontract from providing quotations to other bidders

Robling Architecture Construction, Inc.  
(Print name of SBE - M/WBE Subcontractor)



By: \_\_\_\_\_

Damon A Robling, President  
(Print name/title of person executing on behalf of SBE - M/WBE Subcontractor)

Date: 1/31/2011

PERFORMANCE & PAYMENT BOND  
(Public Work)  
in compliance with U.S. Chapter 255.05(1)(a)

Bond No. 11-01068

**Contractor:** Robling Architecture Construction, Inc.  
**Name:** 101 Walker Ave.  
**Address:** Greenacres, FL 33463 **Phone No.** (561) 649-6705

---

**Surety:** First Sealord Surety, Inc.  
**Name:** 4901 NW 17th. Way **Phone No.** (954) 351-2030  
**Address:** Ft. Lauderdale, FL 33309

---

**Owner:** Palm Beach County  
**Name:** 2633 Vista Parkway  
**Address:** West Palm Beach, FL 33411 **Phone No.**

---

**Obligee:** (If contracting entity is different from the owner, the contracting public entity)  
**Name:** Same  
**Address:**

**Phone No.**

---

**Bond Amount:** \$ 672,603.00

**Contract No. (if applicable):** 11345

**Description of Work:** 100' x 130' WUD Metal Building & Foundation & Underground

**Project Location:** 7950 Forest Hill Blvd.  
West Palm Beach, FL

**Legal Description:** PALM BEACH FARMS CO PL 3 TR 4, S 1/2 OF 50 FT ABND STRIP LYG N  
OF & ADJ TO, TR 5, 30 FT ABND RD LYG S OF & ADJ TO TR

FRONT PAGE

All other page(s) are deemed subsequent to this page regardless of any page number(s) that may be re-printed thereon.

**ATTACHMENT #6**

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #11-01068

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Robling Architecture Construction, Inc.  
101 Walker Ave.  
Greenacres, FL 33463

**SURETY (Name and Principal Place of Business):**

First Sealord Surety, Inc.  
4901 NW 17th. Way  
Ft. Lauderdale, FL 33309

**OWNER (Name and Address):**

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

**CONSTRUCTION CONTRACT**

Date: 2/15/11

Amount: \$672,603.00

Description (Name and Location): 100' x 130' WUD Metal Building & Foundation & Underground  
7950 Forest Hill Blvd., West Palm Beach, FL - Project #11345

**BOND**

Date (Not earlier than Construction Contract Date): 2/15/11

Amount: \$672,603.00

Modifications to this Bond:

None

See Page 3

**CONTRACTOR AS PRINCIPAL**

Company: Robling Architecture Construction, Inc. (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Damon A. Robling - President

(Any additional signatures appear on page 3)

**SURETY**

Company: First Sealord Surety, Inc. (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: John S. Harris - Attorney-in-Fact  
& State Resident Agent

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

Coastal Bonding, Inc.  
11924 Forest Hill Blvd.  
Suite #22-323  
Wellington, FL 33414

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond #11-01068

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Robling Architecture Construction, Inc.  
101 Walker Ave.  
Greenacres, FL 33463

SURETY (Name and Principal Place of Business): First Sealord Surety, Inc.  
4901 NW 17th. Way  
Ft. Lauderdale, FL 33309

OWNER (Name and Address): Palm Beach County  
2633 Vista Parkway  
West Palm Beach, FL 33411

### CONSTRUCTION CONTRACT

Date: 2/15/11

Amount: \$672,603.00

Description (Name and Location): 100' x 130' WUD Metal Building & Foundation & Underground  
7950 Forest Hill Blvd., West Palm Beach, FL - Project #11345

### BOND

Date (Not earlier than Construction Contract Date): 2/15/11

Amount: \$672,603.00

Modifications to this Bond:

None

See Page 6

### CONTRACTOR AS PRINCIPAL

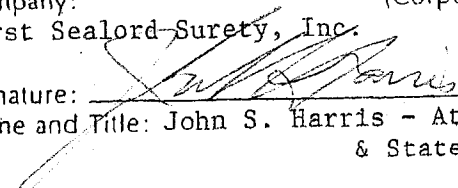
Company: Robling Architecture Construction, Inc. (Corporate Seal)

Signature:   
Name and Title:

Damon A. Robling, President  
(Any additional signatures appear on page 6)

### SURETY

Company: First Sealord Surety, Inc. (Corporate Seal)

Signature:   
Name and Title: John S. Harris - Attorney-in-Fact  
& State Resident Agent

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: Coastal Bonding, Inc.  
11924 Forest Hill Blvd.  
Suite #22-323  
Wellington, FL 33414

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15 DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used

in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6. Once the Claimant satisfies the conditions of Section 4 and provides the Surety with all supporting documentation and any proof of claim requested, the Surety, within a reasonable period of time, shall notify the Claimant of the amounts it does not dispute and the bases for any amounts it does dispute. These bases may include, but are not limited to, inadequate documentation supporting the amount of or entitlement to the claim. The Surety within a reasonable period of time, shall pay or arrange to pay any undisputed amount. The failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to part or all of a claim shall not in any way be deemed 1) an admission of liability by the Surety; 2) a waiver of any of the Surety's or Contractor's defenses; or 3) a waiver of any other right or basis the Surety or Contractor may have to dispute some or all of the claim. The Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:



First Sealord Surety, Inc.  
Power of Attorney

Power No: MIA-0052-09-15362

KNOW ALL MEN BY THESE PRESENTS: That First Sealord Surety, Inc., a corporation of the Commonwealth of Pennsylvania, (hereinafter the "Company") has made, constituted and appointed, and by these presents does make, constitute and appoint John S. Harris and/or Elaine F. Harris all of Wellington, Florida its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of a similar nature as follows:

\*\*\*\*\* Not To Exceed Five Million Dollars-----(\$5,000,000.00) \*\*\*\*\*

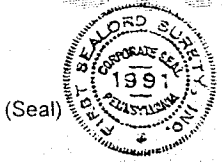
Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Corporation as fully and to the same extent as if signed by the duly authorized officers of the Corporation and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Corporation on April 7, 2003 with all Amendments thereto and are still in full force and effect:

"Article XII: Policies, Bonds, Recognitions, Stipulations, Consents of Surety, Underwriting Undertakings, and Instruments Relating Thereto.

Section 12-1. Insurance policies, bonds, recognitions, stipulations, consents of surety and underwriting undertakings of the Corporation, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Corporation: a) by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary, or b) by an Attorney-in-Fact for the Corporation appointed and authorized by the Chairman of the Board, the President, or a Vice President to make such signature; or c) by such other officers or representatives as the Board may from time to time determine. The seal of the Corporation shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative. The authority of such Attorney-in-Fact and Agents shall be as prescribed in the instrument evidencing their appointment. Any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

IN WITNESS WHEREOF, First Sealord Surety, Inc. has caused these presents to be duly signed and its corporate seal to be hereunto affixed and duly attested this 20th day of January, 2004.



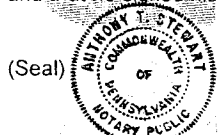
Attest: [Signature]  
Gary L. Bragg, Secretary

First Sealord Surety, Inc.

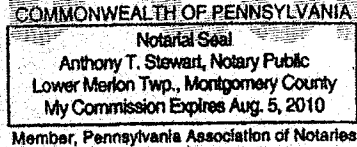
By: [Signature]  
Joel D. Cooperman, Vice President

Commonwealth of Pennsylvania  
County of Montgomery

On this 20th day of January, 2004, before me personally appeared Joel D. Cooperman, Vice President of First Sealord Surety, Inc., with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the Commonwealth of Pennsylvania, that he is Vice President of First Sealord Surety, Inc., the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as Vice President of said Corporation by like authority.



[Signature] - Notary Public



CERTIFICATE

I, the undersigned Secretary of First Sealord Surety, Inc. do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Officer who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an Attorney-in-Fact as provided in Section 12-1 of the By-Laws of First Sealord Surety, Inc. This Certificate may be signed and sealed by facsimile under and by authority of the following provisions of the By-Laws of First Sealord Surety, Inc.:

"Section 12-2. The use of a printed facsimile of the corporate seal of the Corporation and of the signature of the Secretary or an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by an authorized person pursuant to Article XII, Section 12-1 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the Corporation surety bonds, underwriting undertakings, or other instruments described in said Section 12-1, with like effect as if such seal and such signature had been manually affixed and made."

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of the Corporation to these presents

this 15 day of February, 20 11

This power of attorney is void unless the Bond number is inserted in this paragraph (insert Bond # here 11-01068), the bond number is the same number as on the original bond, and the bond number has been inserted by an officer or employee of the Company or by the agent.

(seal) [Signature]  
Gary L. Bragg, Secretary

First\_Sealord\_Surety\_POA.doc (Ed. 01/20/2004)

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/14/11

REQUESTED BY: Jim McNamara



PHONE: 233-2054

PROJECT TITLE: WUD CROC - new pavilion

PROJECT NO.: 11345

LOCATION: 8100 Forest Hill Blvd.

LOCATION DESCRIPTION: WUD CROC

BUILDING NUMBER: N/A

CONTRACTOR/CONSULTANT NAME: Robling Architecture Construction

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Provide all labor, material, supervision, permits and supplies necessary and reasonably incidental for work per proposal submitted by Robling Architecture Construction.

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT? IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	<u>\$672,603.00</u>
ARCHITECT/ENGINEER/CONSULTANT	<u>NA</u>
STAFF COSTS*	<u>\$ 17,120.00</u>
EQUIPMENT/ OTHER	<u>NA</u>
CONTINGENCY	<u>\$ 67,260.30</u>
TOTAL	<u>\$756,983.30</u>

\*By signing this BAS your department agrees to these staff costs 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.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

FUND: 401 DEPT: 331 UNIT: W006 OBJ: 6502 SUBOBJ:

AD VALOREM  OTHER / GRANT(S)  FEDERAL/DAVIS BACON

If Grant(s), specify name of Grant(s): \_\_\_\_\_

SUBJECT TO INSPECTOR GENERAL FEE  YES  NO

BAS APPROVED BY [Signature] DATE: 2/15/11

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