

# 34-13

☐ Public Hearing

☐ Public Hearing

**Department: Facilities Development and Operations**

**Summary:** This Amendment authorizes reinforcing of roof structures, replacement of doors and windows, securing of roof and ground HVAC equipment of Water Utilities facilities located in the Glades region specifically Water Treatment Plant (WTP) No. 11, Belle Glade Wastewater Treatment Facility, Glades Repump Facility and the Pahokee Wastewater Treatment Facility. Upon completion of this work these facilities will be hardened to withstand 180 mph wind to the greatest extent feasible in order to protect the County's assets. The duration of construction is 240 days. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15%. Robling Architecture Construction, Inc.'s SBE participation for this Amendment is 31.7% and including this Amendment, Robling Architecture Construction Inc.,'s overall SBE participation is 41.4%. This project is fully funded from Water Utilities user fees. Robling Architecture Construction, Inc. is a Palm Beach County business and it is anticipated that 100% of the work will be performed by Palm Beach County contractors, including a 20% Glades businesses participation for this work. **(Capital Improvements Division) District 6 (LDC)**

Attachments:

1. Location Map
2. Budget Availability Statement
3. Amendment No. 3

Date \_\_\_\_\_

Date \_\_\_\_\_

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>\$1,503,148</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>                    </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>                    </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>                    </u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
NET FISCAL IMPACT	<u>\$1,503,148</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
# ADDITIONAL FTE	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
POSITIONS (Cumulative)	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

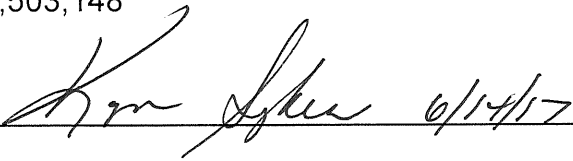
Is Item Included in Current Budget? Yes   X   No           

Budget Account No: Fund 4001 Dept 720 Unit 2475 Object 4615

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

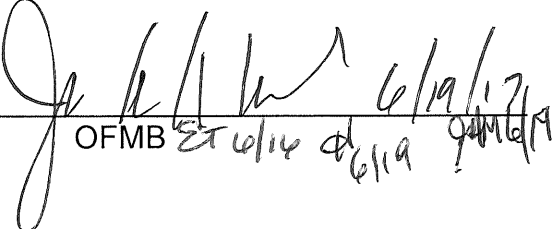
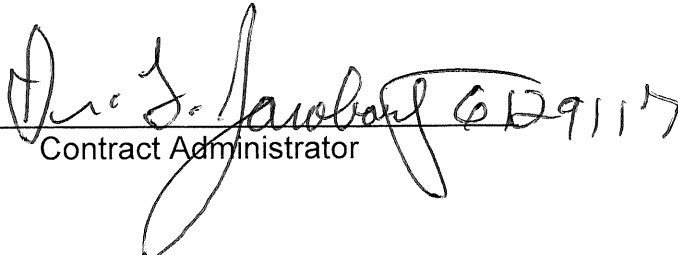
Funding for this project is from Water Utilities user fees.

Construction Costs	\$1,463,148
Staff Costs	\$ 40,000
Total	\$1,503,148

C. Departmental Fiscal Review:  6/14/17

III. REVIEW COMMENTS:

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

 6/19/17  6/29/17  
OFMB Director Contract Administrator

B. Legal Sufficiency:

 6/30/17  
Assistant County Attorney

C. Other Department Review:

  
Department Director

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

Project locations  
marked with a ★

Pahokee

(715)

(717)

(715)

98

98

(715)

(15)

Ice Plant Rd

South Bay

Belle Glade

E Canal St S

Quincy Rd

South Bay

(80)

Belle Glade  
Camp

CR 827A

27

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/17/17 REQUESTED BY: Anil Patel

PHONE: 233-0270

FAX: 233-0270

PROJECT TITLE: WUD Hurricane Hardening Projects

PROJECT NO.: 16217

ORIGINAL CONTRACT AMOUNT: NA – Annual CM@Risk

BCC RESOLUTION#: R2016-0762

DATE: 06/21/16

REQUESTED AMOUNT: \$1,503,148

CSA or CHANGE ORDER NUMBER:

CONSULTANT/CONTRACTOR: Robling Architecture Construction, Inc.

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

GMP for construction services.

CONSTRUCTION	<u>\$1,463,148</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$ 40,000</u>
MISC. (permits, prints, advertising)	
TOTAL	<u>\$1,503,148</u>

*\*\* This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year. 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.*

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: 4001 DEPT: 720 UNIT: 2475 OBJ: 4615

FUNDING SOURCE (CHECK ALL THAT APPLY):

☐ AD VALOREM ☒ OTHER

☐ FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? ☐ YES ☒ NO

BAS APPROVED BY: [Signature] DATE: 6/6/16

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

**AMENDMENT NO. 3 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
WUD HURRICANE HARDENING PROJECTS  
PROJECT NO. 16217**

WHEREAS, the Owner (Palm Beach County) and Construction Manager (**Robling Architecture Construction, Inc.**) acknowledge and agree that the Contract between Owner and Construction Manager dated 06/21/16 (R-2016-0762) is in full force and effect and that this merely supplements said Contract;

WHEREAS, the parties hereto entered into a Contract between Owner and Construction Manager whereby the Construction Manager has rendered or will render pre-construction services as specified therein; and

WHEREAS, the parties have negotiated a Guaranteed Maximum Price, including Construction Managers fees for construction and warranty services and other services as set forth herein and in the Contract;

The foregoing recitals are true and correct and incorporated herein by reference.

1) The Construction Manager represents that the Construction Manager, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge based of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the Work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore Construction Manager warrants that the GMP (exclusive of contingency) includes the cost of correcting all conflicts, discrepancies, errors, or omissions which Construction Manager identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract.

2) The Construction Manager's review and comparison of all Drawings has taken into consideration the total and complete functioning of all systems and therefore the Construction Manager represents that the GMP represents the total cost for complete and functional systems.

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

a) **GUARANTEED MAXIMUM PRICE**

Pursuant to Article 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to the establishment of a Guaranteed Maximum Price of **\$1,463,148** for the construction costs of the WUD Hurricane Hardening Projects. Refer to Exhibit A.

b) **SCHEDULE OF TIME FOR COMPLETION**

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within 240 calendar days of receiving the Notice to Proceed from the Owner. Liquidated Damages are \$350.00/day for failure to complete within the contract time or approved extension thereof.

c) **ATTACHMENTS:**      Exhibit A - GMP Proposal  
                                     Public Construction Bond  
                                     Form of Guarantee

A large, dense, circular, textured pattern resembling a fingerprint or a microscopic view of a material. The pattern consists of numerous small, dark, irregular shapes and lines radiating from a central dark spot, creating a complex, swirling, and somewhat chaotic appearance. The overall shape is roughly circular, with the texture becoming more pronounced towards the center.

<b>Project: 16217 WUD Western Communities Hurricance Hardening</b>			
<b>CM Name: Robling Architecture Construction, Inc.</b>			<b>Date: 05/16/2017</b>
<b>Architect: Wantman Group, Inc.</b>			<b>Drawing Set: Bid Set</b>
CSI DivisionSummary	COST	%	DESCRIPTION
Division 1 General Conditions	\$37,050.00	3.7%	Direct Cost Items necessarily incurred in the Project during the Construction Phase (excluding Insurance and Bonds shown below). See attached detailed breakdown of these reimbursable expenses.
Division 2 Existing Conditions	\$62,047.00	6.3%	
Division 3 Concrete	\$62,485.00	6.3%	
Division 4 Masonry	\$18,100.00	1.8%	
Division 5 Steel	\$473,500.00	47.7%	
Division 6 Wood, Plastics, Composites	\$5,200.00	0.5%	
Division 7 Thermal & Moisture Protection	\$54,780.00	5.5%	
Division 8 Windows and Doors	\$123,370.00	12.4%	
Division 9 Finishes	\$48,650.00	4.9%	
Division 10 Specialties	\$70,150.00	7.1%	
Division 11 Equipment	\$0.00	0.0%	
Division 12 Furnishings	\$0.00	0.0%	
Division 13 Special Construction	\$15,000.00	1.5%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$6,800.00	0.7%	
Division 26,27,28 Electrical	\$9,000.00	0.9%	
Division 31,32,33 Site Work	\$5,500.00	0.6%	
Other:		0.0%	
<b>SUBTOTAL "A"</b>	<b>\$991,632</b>	<b>100.0%</b>	
	COST	% of GMP	DESCRIPTION
<b>Deduct Estimated Sales Tax Recovery</b>	<b>\$0.00</b>	<b>0.0%</b>	Estimated Sales Tax Savings from direct owner purchase items. Entered as a negative value.
<b>SUBTOTAL "B"</b>	<b>\$991,632</b>		<b>Subtotal "B" = Subtotal "A" minus Sales Tax Recovery</b>
<b>Insurance and Bonds</b>			
CM Payment & Performance Bonds	\$15,000.00	1.0%	100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount equal to the total GMP cost, inclusive of the Construction Manager's fees.
General Liability Insurance	\$15,000.00	1.0%	Construction Manager's casualty insurance is set at a fixed rate of the total GMP cost, inclusive of the Construction Manager's fees.
Builders Risk Insurance	\$15,000.00	1.0%	
<b>SUBTOTAL "C"</b>	<b>\$1,036,632</b>		<b>Subtotal "C" = Subtotal "B" + Insurance and Bonds</b>
<b>Construction Manager's Fees</b>			
Pre-Construction Phase Fee	\$0	0.0%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Construction Phase Fee	\$204,096	13.9%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Overhead and Profit	\$102,420	7.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
<b>SUBTOTAL "D"</b>	<b>\$1,343,148</b>		<b>Subtotal "D" = Subtotal "C"+ Construction Manager Fees</b>
Construction Contingency	\$120,000	8.2%	
<b>Guaranteed Maximum Price (GMP)</b>	<b>\$1,463,148</b>		

EXHIBIT A .

SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: WUD Western Facilities Hurricane Hardening
NAME OF PRIME BIDDER: Robling Architecture Construction, Inc.
CONTACT PERSON: Damon Robling
BID OPENING DATE: 3/30/17

PROJECT NO. OR BID NO.: 16217
ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
PHONE NO.: 561-649-6705 FAX NO.: 561-649-6748
USER DEPARTMENT: PBC Capital Improvements Division

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.

(Check one or both Categories)			DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
Name, Address and Phone Number	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
1. Robling Architecture Construction, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$204,096.00	
2. BG Group, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$33,197.00	
3. Southern Custom Iron, LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$200,000	
4. Hi-Tech Roofing	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$30,681.00	
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)						\$467,974.00	

Total Bid Price \$ 1,463,148.00
Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work %
I hereby certify that the above information accurate to the best of my knowledge:
Signature: Damon Robling, President
Title

- NOTE: 1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
- 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
- 3. M/WBE information is being collected for tracking purposes only.



**OSBA SCHEDULE 2**  
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 16217 PROJECT NAME: WUD Western Facilities Hurricane Hardening

TO: Robling Architecture Construction, Inc.  
(Name of Prime Bidder)

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

Small Business Enterprise ☒ Minority Business Enterprise ☐  
Black ☐ Hispanic ☐ Women ☐ Caucasian ☒ Other (Please Specify)

Date of Palm Beach County Certification: 6/27/15 - 6/26/18

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	Construction Management	1	\$204,096.00	\$204,096

at the following price or percentage \$204,096.00  
(SBE Prime or Subcontractor's Quote)

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

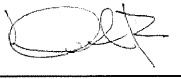
If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage    
(Name of Subcontractor)

The Prime affirms that it will monitor the **SBE-M/WBE** listed to ensure the **SBE-M/WBE** perform the work with their own work force. The undersigned **SBE-M/WBE** Prime or **SBE-M/WBE** subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Robling Architecture Construction, Inc.  
Print name of **SBE-M/WBE** Company

By:   
(Signature)

Damon Robling, President  
Name/Title of person executing on behalf of **SBE/WBE**

Date: 6/01/2017

OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 16217 PROJECT NAME: WUD Western Facilities Hurricane Hardening

TO: Robling Architecture Construction  
(Name of Prime Bidder)

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

Small Business Enterprise ☒ Minority Business Enterprise ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 10/23/14 - 10/22/17

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	Demolition	1	33,197.00	100

at the following price or percentage 33,197.00  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

The BG Group, LLC

Print name of SBE-M/WBE Company

By: 

(Signature)

Ivy FRADIN  
Name/Title of person executing on behalf of SBE/WBE

Date: 3/30/17

Revised 7/2/2013

**OSBA SCHEDULE 2**  
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 16217 PROJECT NAME: WUD Western Facilities Hurricane Hardening

TO: Robling Architecture Construction  
(Name of Prime Bidder)

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

Small Business Enterprise ☒ Minority Business Enterprise ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐

Date of Palm Beach County Certification: 1/19/17 - 1/18/20

The undersigned is prepared to perform the following described work in connection with the above project.  
Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
1	Structural Angles & Tie-Down Strapping	1	200,000	\$200,000 / 100

at the following price or percentage \$200,000  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Southern Custom Iron, LLC

Print name of SBE-M/WBE Company

By: 

(Signature)

Ashleigh Hernandez, AMBR

Name/Title of person executing on behalf of SBE/WBE

Date: 3/30/17

OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 16217 PROJECT NAME: PBC WUD Western Locations Hurricane Hardening

TO: Robling Architecture Construction  
(Name of Prime Bidder)

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

Small Business Enterprise X Minority Business Enterprise \_\_\_\_\_

Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: 12/16/15

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>1</u>	<u>All Pitch Pans Listed</u>	<u>1</u>	<u>13,080.00</u>	<u>13080.00/100%</u>
<u>1</u>	<u>All Roof Hatches</u>	<u>1</u>	<u>4,800.00</u>	<u>4,800.00 /100%</u>
<u>1</u>	<u>All Traffic Pads</u>	<u>1</u>	<u>12,801.00</u>	<u>12801.00/100%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage \$30,681.00  
(SBE Prime or Subcontractor's Quote)

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

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Hi-Tech Roofing & Sheet Metal, Inc

Print name of  
SBE-M/WBE Company

By: \_\_\_\_\_  
(Signature)

Michael Daley, President

Print name/title of person executing on behalf  
of SBE-M/WBE

Revised 7/2/2013

Date: 3/24/2017



May 11, 2017

Palm Beach County Board of County Commissioners  
Facilities Services Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5604

**Re: Authority to Date Bonds and Powers of Attorney**  
**Principal: Robling Architecture Construction, Inc.**  
**Project: Hurricane Hardening @ 5 Western Locations**  
**P# 16217 WUD Western Communities Hurricane Hardening**  
**Bond # 2252354**

To Whom It May Concern:

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County, Florida to date the Payment and Performance Bonds/Guarantee Bond and Powers of Attorney for the captioned project with the date of the contract .

Yours very truly,

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**

A handwritten signature in black ink, appearing to read "JDJ", written over a horizontal line.

Joseph D. Johnson, Jr., Attorney-in-Fact  
Florida Resident Agent

JDJjr/jhb

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

**PUBLIC CONSTRUCTION BOND**

BOND NUMBER        2252354

BOND AMOUNT        \$1,463,148.00

CONTRACT AMOUNT        \$1,463,148.00

CONTRACTOR'S NAME:        Robling Architecture Construction, Inc.

CONTRACTOR'S ADDRESS: 101 Walker Avenue, Greenacres, FL 33463

CONTRACTOR's PHONE:        561-649-6705

SURETY COMPANY:        North American Specialty Insurance Company

SURETY's ADDRESS:        650 Elm Street  
   Manchester, New Hampshire 03101-2524

SURETY'S PHONE:        800-331-3379

OWNER'S NAME:        PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
   FACILITIES SERVICES DIVISION

OWNER'S ADDRESS:        2633 Vista Parkway  
   West Palm Beach, FL 33411-5604

OWNER'S PHONE:        (561) 233-0200

DESCRIPTION OF WORK: Hurricane Hardening @ 5 Western Locations  
P# 16217 WUD Western Communities Hurricane Hardening

PROJECT LOCATION: L#1- WTP#11-39700 Hooker Hwy, BG, FL / L#2- BGRepump-1240 N Main St, BG,FL  
L#3-South Bay Repump- 165 NW 8th Ave, South Bay, FL / L#4-Pahokee WWTF- 1001 Rim Canal Rd, Pahokee, FL  
L#5- Belle Glade WWTF-2055 W Canal St S, BG, FL

LEGAL DESCRIPTION: L#1-19-43-37, W 180 FT OF E 1/2 OF NE 1/4 OF NW 1/4 (LESS N 160 FT HOOKER HWY R/W) & ELY 568.93 FT  
OF W 1/2 OF NE 1/4 OF NW

L#2-30-43-37, S 219.35 FT OF N 351.35 FT OF W 165 FT OF SE 1/4 OF SE 1/4 OF SE 1/4 & S 30 FT OF N 162 FT OF E 349.60 FT OF W

L#3- DAVIS & WOODHAM ADD TO SOUTH BAY LTS 12 & 13 & N 12 FT OF LT 14 K/A SOUTH BAY REPUMP STATION

L#4-19-42-37, PT OF SW 1/4 LYG SWLY OF & ADJ TO RIM CANAL RD IN OR27359P1887 K/A SEWAGE TREATMENT PLANT

L#5-S/D OF 36-43-36 BY ST SURVEY WLY 351.74 FT OF LT 3, N 1/2 OF LT 5 & PT OF N 1/2 OF LT 6 IN OR23848P268

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 herein below defined, in the amount of

Dollars (\$ 1,463,148.00 )

(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name:WUD Western Communities Hurricane Hardening  
Project No.:16217  
Project Description:Misc Hurricane Hardening  
Project Location:Various Western Communities, Belle Glade, Pahokee & South Bay

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Wantman Group, Inc.  
LOCATION OF FIRM:2035 Vista Parkway, WPB, FL 33411  
PHONE: 561-687-2220  
FAX:561-687-1110

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of WUD Western Communities Hurricane Hardening, 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.

Public Construction Bond - 2

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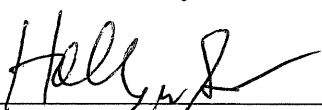
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

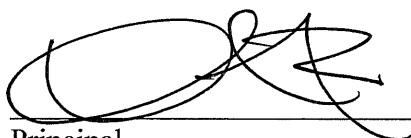
The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and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

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.

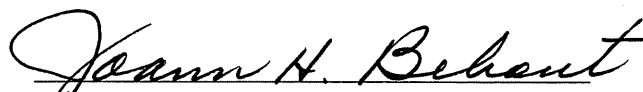
Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in 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.


  
Witness Holly M Serrano

  
Principal (Seal)

Damon A Robling, President  
Title

  
Witness

North American Specialty Insurance Company  
Surety (Seal)

  
Title Joseph D. Johnson, Jr., Attorney-in-Fact  
Florida Resident Agent



NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

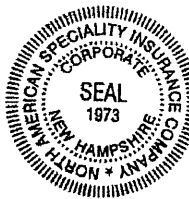
Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

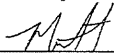
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of April, 20 17.

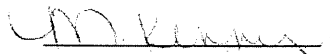
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 4th day of April, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

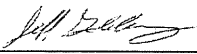
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

**FORM OF GUARANTEE**

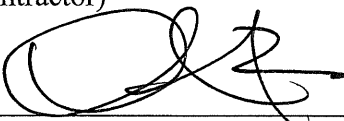
GUARANTEE FOR (Contractor and Surety Name)Robling Architecture Construction, Inc.  
and North American Specialty Insurance Company


We the undersigned hereby guarantee that the (Project # 16217 ) 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

Robling Architecture Construction, Inc.  
(Contractor) (Seal)  
By:  \_\_\_\_\_  
(Signature)

North American Specialty Insurance Company  
(Surety) (Seal)  
By:  \_\_\_\_\_  
(Signature)  
Joseph D. Johnson, Jr., Attorney-in-Fact  
Florida Resident Agent

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY  
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JOSEPH D. JOHNSON, JR., JOSEPH D. JOHNSON, III, BRETT A. RAGLAND and FRANCIS T. O'REARDON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:


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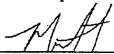
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By   
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation

By   
Mike A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company  
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 4th day of April, 20 17.

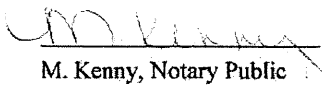
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
County of Cook ss:

On this 4th day of April, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

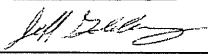
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

  
Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &  
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation



ROBLARC-01

KKENEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/19/2017

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

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

PRODUCER  
Collinsworth, Alter, Lambert, LLC  
23 Eganfuskee Street  
Suite 102  
Jupiter, FL 33477

INSURED  
  
Robling Architecture Construction, Inc.  
101 Walker Avenue  
Greenacres, FL 33463

CONTACT  
NAME: Dianthe Charron  
PHONE (A/C No., Ext.): (561) 776-9001 FAX (A/C, No.): (561) 427-6730  
E-MAIL: dcharron@callic.com  
ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A:	Amerisure Mutual Ins Co	23396
INSURER B:	Amerisure Insurance Co	19488
INSURER C:	Arch Specialty Insurance Company	21199
INSURER D:		
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.

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INFO, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div>		GL20769240602	05/23/2017	05/23/2018	<div>EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL &amp; ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 OTHER \$</div>
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</div>		CA20542030901	05/23/2017	05/23/2018	<div>COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$</div>
	<div><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$</div>					<div>EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$</div>
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICIAL/OWNER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A</div>		WC205420609	05/23/2017	05/23/2018	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div>
C	<input checked="" type="checkbox"/> Professional Liab		PDCPP0014601	05/23/2017	05/23/2018	<div>Limit per Claim/Agg \$ 1,000,000</div>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required). Certificate holder is named as additional insured including products and completed operations for general liability per CG7048, and auto liability when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, auto liability, and workers comp for the certificate holders when required by written contract. Cancellation applies as per policy terms, conditions and exclusions.

Certificate Holders is expanded to read: Palm Beach County Board of County Commissioner


CERTIFICATE HOLDER

CANCELLATION

Palm Beach County, Facilities Development & Operations  
Capital Improvements  
Division (Louis Feldkamp)  
2633 Vista Parkway  
West Palm Beach, FL 33411

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

[https://its.insurancetrackingservices.com/clientreports/Certificates/142765\\_6\\_6\\_2017.htm](https://its.insurancetrackingservices.com/clientreports/Certificates/142765_6_6_2017.htm)

6/7/2017

Aspen American Insurance Company  
590 Madison Avenue 7th Floor  
New York, NY 10022



May 12, 2017

Robert Rolls  
Collinsworth, Alter, Lambert, LLC  
23 Eganfuskee St. Suite 102  
Jupiter, FL 33477

**Re: Robling Architecture Construction Inc**

Dear Robert:

Based upon the information provided regarding the above captioned account, we are pleased to provide our inland marine and property proposal on behalf of Aspen American Insurance Company, which is a member of The Aspen Group rated A (Superior), XV (\$2 billion or more in capital and surplus and conditional reserves) by A. M. Best. Our goal is to work with you and the management of the applicant to specifically tailor coverage to meet your needs. This proposal outlines in general terms the extent of coverage we will provide on this risk. Our quote is valid for 30 days or until the effective date of the policy listed below. The proposal may not meet all of your specifications so please review it carefully. The terms of the proposal and the policy and its endorsements supersede any specific requests that you may have provided and may also be subject to specific conditions as noted on the proposal itself. If you would like a copy of any forms or endorsements, we are happy to provide them.

We reserve the right, at our sole discretion, to amend or withdraw this proposal if we become aware of any new, corrected or updated information that we reasonably believe would change our underwriting evaluation. This proposal contemplates an integrated insurance program that includes all of the lines of business, terms and conditions outlined. The pricing, terms and conditions shown in this proposal cannot be separated. As such, if you reject individual components of the proposal or any part of the program is cancelled or non-renewed, the terms and conditions of the remaining portion of the account are subject to reevaluation by us and all elements including program structure, pricing as well as other terms and conditions could be subject to change.

Aspen Insurance is a division of Aspen Holdings Limited (NYSE: AHL) and is a premier insurance and financial company founded in 2002. If you would like to inquire further about Aspen Insurance, please do not hesitate to contact us or to explore our web site at [www.aspen-insurance.com](http://www.aspen-insurance.com).

We appreciate this opportunity to work with you and look forward to discussing this quote in further detail.

Sincerely,

Matthew Dyer  
Vice President, Inland Marine  
Aspen Marine Division

Phone: 404-665-2855  
Email: [Matthew.Dyer@aspen-insurance.com](mailto:Matthew.Dyer@aspen-insurance.com)

QUOTE

Quote Reference: WWTF Hurricane Hardening Project - 5 locations  
Insured: Robling Architecture Construction Inc  
Address: 101 Walker Avenue, Greenacres, FL 33463  
Insuring Company: Aspen American Insurance Company  
Policy Form: Comprehensive  
Policy Period: From: 6/20/2017 To: 12/20/2017  
Premium: \$1,000.00 - Builders' Risk Coverage  
\$0.00 - Surcharges  
\$0.00 - Local Taxes  
\$10.00 - Full Terrorism Coverage (optional)  
\$0.00 - Mandatory Terrorism Coverage\*  
  
\$1,010.00 - Total



BUILDERS RISK – SCHEDULE OF COVERAGES

SCHEDULED JOBSITES

Loc. No.	'Jobsite Address'	Project Description	Limit
1	2055 W Canal St S, Belle Glade, FL	Belle Glade WWTF	\$154,000.00
2	1001 Rim Canal Rd, Pahokee, FL	Pahokee WWTF	\$182,000.00
3	165 NW 8th Ave, South Bay, FL	South Bay Repump	\$52,000.00
4	1240 N Main St, Belle Glade, FL	BG Repump	\$92,000.00

LIMITS OF INSURANCE

CATASTROPHE LIMIT	\$588,000.00
Coverage Extensions:	"Limit"
Additional Debris Removal Expenses	\$25,000.00
Emergency Removal	10 / Days
Emergency Removal Expenses	\$25,000.00
Fraud and Deceit	\$50,000.00
Limited Fungus Coverage	\$15,000.00
Waterborne Property	\$10,000.00

SUPPLEMENTAL COVERAGES	"Limit"
Expediting Expense	\$10,000.00
Expense to Re-Erect Scaffolding	\$25,000.00
Fire Department Service Charges	\$25,000.00

Ordinance Or Law (Undamaged Parts of a Building)	Covered
Ordinance Or Law (Increased Cost to Repair and Cost to Demolish / Clear Site)	\$100,000.00
Personal Property	\$10,000.00
Pollutant Clean up and Removal	\$25,000.00
Rewards	\$25,000.00
Sewer Backup	\$25,000.00
Temporary Storage Locations	\$50,000.00
Transit	\$50,000.00
Trees, Shrubs and Plants	\$25,000.00

**REPORTING CONDITIONS**

[ X ] Reporting Conditions Do Not Apply

[ ] Applicable, as described below:

Reporting Period:	[ ] Monthly	[ ] Quarterly	[ ]
Annual			
Adjustment Period:	[ ] Monthly	[ ] Quarterly	[ ]
Annual			

**REPORTING RATES**

<u>Coverage / Construction</u>	<u>Rate</u>
--------------------------------	-------------

**PREMIUM**

Deposit Premium

Minimum Premium

**PERMISSION TO OCCUPY**

[ X ] Permission to Occupy is Not Granted

[ ] The occupancy and use provisions under Additional Coverage Limitations, are deleted, and  
Permission is Granted to Occupy covered property after the Date Indicated On: --

**ENDORSEMENTS**

**“Limit”**

Contract Penalty Limit	
[ ] Equipment Breakdown & Testing Coverage Included	
Claims Preparation Expense Limit	\$25,000.00
Blueprints and Construction Documents Limit	\$50,000.00
Green Building Schedule	
Indoor Air Quality	

Recycling Debris  
Recertification  
Electricity or Water Replacement

(Follows Delay in Completion Coverages)

Green Building – Delay in Completion

DELAY IN COMPLETION COVERAGES

“Limit”

Additional Construction Expenses  
Additional Soft Costs – 30 Day Limit  
Additional Soft Costs – Per Occurrence Limit  
Rental Income – 30 Day Limit  
Rental Income – Occurrence Limit  
Income Coverage – 30 Day Limit  
Income Coverage – Occurrence Limit  
Sewer Backup Coverage  
Expense to Reduce a Loss  
Ordinance or Law  
Interruption by Civil Authority  
General Administration Expenses  
Waiting Period

2 / Weeks  
\$50,000.00  
[ ] Not Applicable  
[ ] days

EARTHQUAKE AND FLOOD COVERAGE

“Limit”

Earthquake Building Limit  
Earthquake Occurrence Limit  
Earthquake Catastrophe Limit (12 Months)  
Flood Building Limit  
Flood Occurrence Limit  
Flood Catastrophe Limit (12 Months)

EQUIPMENT BREAKDOWN AND TESTING COVERAGE

“Limit”

[ ] Coverage Included: Refer to Builders' Risk Coverage  
Property Damage Limit  
Testing – as part of Property Damage if coverage provided (indicated above)  
Pollutants  
Delay In Completion Coverage – Refer to Delay in Completion Coverage for other Coverage Extensions

DEDUCTIBLES

Deductible Amount \$1,000.00  
Earthquake Deductible  
Flood Deductible

DEDUCTIBLES (other, if applicable)



Delay In Completion Coverage Waiting Period:  
☐ Not Applicable      ☐ Number of Days ( / days)

Green Building Delay in Completion Waiting Period:  
☐ Not Applicable      ☐ Number of Days ( / days)

**CONSTRUCTION TRAILERS**

The most “we” pay in any one occurrence for any one “construction trailer” and the contents in the trailer is: \$10,000

The most “we” pay in any one occurrence for all “construction trailers” and the contents in the trailers is: \$25,000

**DEDUCTIBLE**

Deductible Amount \$1,000

**ESCALATION CLAUSE**

In the event of a total loss, the most “we” will pay up to the Catastrophe Limit is: 10%

**EXTENDED PERIOD OF RESTORATION**

“We” extend “your” coverage for rental income until: 365 days or Date “you” can reasonable resume “your” business

**OFF PREMISES UTILITY SERVICE INTERRUPTION COVERAGE**

Off Premises Utility Service Interruption:

☐ Coverage Not Provided  
☒ Coverage Provided

Overhead Transmission Lines

☐ Coverage Not Provided  
☒ Coverage Provided

The most we pay in any one occurrence is: \$10,000

**DEDUCTIBLE**

Deductible Amount \$1,000

**Supplemental Income Coverages**

Off Premises Utility Service Interruption:

[ ] Coverage Not Provided  
[ X ] Coverage Provided

Overhead Transmission Lines

Waiting Period 24

The most we pay in any one occurrence as respects Supplemental Income Coverage is: \$10,000

**RECHARGE OF FIRE EXTINGUISHING EQUIPMENT COVERAGE**

The most "we" pay in any one occurrence to cover "your" incurred expenses is: \$5,000

**ADDITIONAL INFORMATION**

Location 5-1: 39700 Hooker Hwy, Belle Glade, FL (WTP #11) - \$108,000  
Windstorm / Hail deductible - 2% with \$25,000 min.  
\_\_\_\_\_  
\_\_\_\_\_

## CONSTRUCTION ENHANCEMENT ENDORSEMENT

(The entries required to complete this endorsement will be shown below or on the "schedule of coverages".)

### SUPPLEMENTAL COVERAGES

#### A. Additional Named Insured

"We" extend coverage under the Builder's Risk Coverage to all owners, all contractors and subcontractors of every tier, and tenants at the project location, as required by any pre-existing contract, or subcontract, for the Insured Project, as set forth in the "schedule of coverages", and then only as their respective interests may appear are recognized as Additional Named Insureds hereunder. With respect to architects, engineers, manufacturers and suppliers, their interest is limited to their jobsite activities only.

#### B. Construction Trailers

1. **Coverage** -- "We" cover direct physical loss caused by a covered peril to "construction trailers" and the contents within such trailers.
2. **Coverage Limitation** -- "We" only cover "construction trailers" and the contents within such trailers while such trailers are at a "jobsite", in storage, or in transit between a "jobsite" and storage.
3. **How much we will pay:**  
**Trailers Deductible** -- "We" pay only that part of "your" loss over the deductible amount indicated for trailers.

#### C. Escalation Clause

In the event of a total loss, "we" will pay up to ten percent (10%) of the Catastrophe Limit of the Insured Project, as set forth in the "schedule of coverages", to cover necessary increases in the direct cost of labor or materials.

"We" will not pay under this provision unless "you" actually repair or replace the property sustaining loss as soon as reasonably possible after such loss.

"We" will pay this additional amount only if there is a total loss to the covered property. This provision does not apply to costs or expenses set forth in the Ordinance or Law coverage's, irrespective of whether or not such losses might be only partially covered by the limit provided for that coverage.

#### D. Extended Period of Restoration

1. "We" extend "your" coverage for rental income to cover loss from the date that a "building or structure" at a "jobsite" is rebuilt, repaired or replaced and business is resumed or tenantability is restored until:
  - a. the end of 365 consecutive days; or
  - b. the date "you" could reasonably resume "your" business to the conditions that would generate rental income that would have existed had no loss or damage occurred,Whichever is earlier.

However, this extension of coverage does not apply to loss of rental income incurred as a result of unfavorable business conditions caused by the impact of the delay in the area where the described premises are located.

Loss of rental income must be caused by direct physical loss of or damage to a "building or structure" at a "jobsite" set forth in the Delay In Completion Schedule.

#### **E. Off Premises Utility Service Interruption Coverage Limitation**

##### **Off Premises Utility Service Interruption --**

1. **Coverage** – "We" cover direct physical loss or damage caused by the interruption of an off premises utility service when the interruption:

- a. results in the direct physical loss or damage to covered property located at a location that is described in the "schedule of coverages"; and
- b. is a result of direct physical loss or damage by a covered peril to property that is not located at a described location and that is owned by a utility, a landlord or another supplier who provides "you" with:
  - 1) power;
  - 2) gas;
  - 3) telecommunications, including but not limited to, Internet access; or
  - 4) water, including but not limited to, waste water treatment.

"We" only cover interruption of a utility service described above if the utility service is indicated on the "schedule of coverages".

##### **Overhead Transmission Lines Exclusion**

2. **Coverage** – Coverage under this extension does not include loss to overhead transmission lines that deliver utility service to "you". Overhead transmission lines include, but are not limited to:

- a. overhead transmission and distribution lines;
- b. overhead transformers and similar equipment;
- c. supporting poles and towers; and
- d. fluctuation of electrical current.

3. **Deductible** – "We" pay only that part of "your" loss over the deductible amount stated on the "schedule of coverages" for any one occurrence.

4. **Limit** – The most we pay in any one occurrence is the "limit" indicated on the "schedule of coverages". \$10,000

#### **F. Supplemental Income Coverage**

##### **Off Premises Utility Service Interruption - Coverage**

1. **Coverage** – Coverage for earnings and/or extra expense is extended to loss of earnings or extra expenses that "you" incur during the "restoration period" when "your" "business" is interrupted due to the interruption of utility services to a location described in the "schedule of coverages".

The interruption of the utility service must be as a result of direct physical loss or damage by a covered peril to property that is not located at a described location and that is owned by a utility, a landlord or another supplier who provides "you" with:

- 1) power;
- 2) gas;
- 3) telecommunications, including but not limited to, Internet access; or

4) water, including but not limited to, waste water treatment.

"We" only cover interruption of a utility service described above if the utility service is indicated on the "schedule of coverages".

**Overhead Transmission Lines - Coverage**

2. **Coverage** – Coverage under this extension does not include loss to overhead transmission lines that deliver utility service to "you". Overhead transmission lines include, but are not limited to:

- a. overhead transmission and distribution lines;
- b. overhead transformers and similar equipment; and
- c. supporting poles and towers.

3. **Waiting Period** – Unless otherwise indicated on the "schedule of coverages", "we" do not pay for "your" loss of earnings under this Supplemental Income Coverage until after the first 24 hours following the direct physical loss of or damage to the property owned by a utility, a landlord or another supplier. This waiting period does not apply to extra expenses that "you" incur.

4. **Limit** – The most we pay in any one occurrence is the "limit" indicated on the "schedule of coverages" for this Supplemental Income Coverage. \$10,000

**G. Recharge of Fire Extinguishing Equipment Coverage**

"We" pay up to \$5,000 to cover "your" incurred expenses to recharge "your" automatic fire extinguishing equipment or hand-held fire extinguishing equipment when the equipment is discharged:

- a. to fight a fire;
- b. as a result of a covered peril; or
- c. as a result of an accidental discharge.

However, "we" do not pay for "your" expenses to recharge equipment as a result of a discharge during testing or installation. If it is less expensive to do so, "we" will pay "your" costs to replace "your" automatic fire extinguishing equipment or hand-held fire extinguishing equipment.

**H. Additional Definitions**

**Construction Trailers**

"Construction trailer" means "your" transportable trailer or transportable trailer of others in "your" care, custody, or control used at "jobsites" as an office or for storage.

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.**

**SCHEDULE OF COVERAGES**  
**BUILDERS' RISK**  
**CONSTRUCTION ENHANCEMENT ENDORSEMENT**

(The entries required to complete this schedule  
will be shown below or on the "schedule of coverages".)

**CONSTRUCTION TRAILERS**

The most "we" pay in any one occurrence for  
any one "construction trailer" and the contents  
in the trailer is: \$10,000

The most "we" pay in any one occurrence for  
all "construction trailers" and the contents in  
the trailers is: \$25,000

**DEDUCTIBLE**

Deductible Amount \$1,000

**ESCALATION CLAUSE**

In the event of a total loss, the most "we" will pay  
up to the Catastrophe Limit is: 10%

**EXTENDED PERIOD OF RESTORATION**

"We" extend "your" coverage for rental income  
until: 365 days or Date "you"  
can reasonable resume  
"your" business

**OFF PREMISES UTILITY SERVICE INTERRUPTION COVERAGE**

Off Premises Utility Service Interruption:

[ ] Coverage Not Provided

[ X ] Coverage Provided

Overhead Transmission Lines

[ ] Coverage Not Provided

[ X ] Coverage Provided

The most we pay in any one occurrence is: \$10,000

**DEDUCTIBLE**

Deductible Amount \$1,000

**Supplemental Income Coverages**

Off Premises Utility Service Interruption:

[ ] Coverage Not Provided

[ X ] Coverage Provided

**Overhead Transmission Lines**

Waiting Period 24 hours

The most we pay in any one occurrence as respects Supplemental Income Coverage is: \$10,000

**RECHARGE OF FIRE EXTINGUISHING EQUIPMENT COVERAGE**

The most "we" pay in any one occurrence to cover "your" incurred expenses is: \$5,000

**ADDITIONAL INFORMATION**

Location 5-1: 39700 Hooker Hwy, Belle Glade, FL (WTP #11) - \$108,000  
Windstorm / Hail deductible - 2% with \$25,000 min.

Insurance Company: Aspen American Insurance Company

Quote Number: 30069

Named Insured: Robling Architecture Construction Inc

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. See the next page for a further description of an act of terrorism as provided under the Act.

**ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE**

You may accept or reject this offer of coverage. If you choose to accept this coverage, the premium for this coverage is payable according to the terms of your billing notice. You may reject this offer by completing and signing this statement and returning it to us. If you send us a signed rejection of coverage, your policy will exclude coverage for certified terrorism losses.

**Insurers should include the following in a Notice prepared for policies that are subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:**

In the state of FL, a terrorism exclusion makes an exception for fire losses resulting from an act of terrorism. Accordingly, if you reject the offer of terrorism coverage as provided under the program, that rejection is not applicable to fire losses resulting from an act of terrorism. In this state, the coverage in your policy for such fire losses will continue. The premium for such fire coverage is stated below. This premium is due whether or not you reject the offer described above for terrorism coverage.

One of the following premiums is due:

If you accept this offer, the premium for terrorism coverage is \$10.00

If you reject this offer, the premium for terrorism (fire only) coverage is \$0.00

\_\_\_\_\_ I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

\_\_\_\_\_ I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any fire losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.



**Insurers should include the following premium statement in a Notice prepared for policies that are not subject to Standard Fire Policy statutes with respect to losses resulting from terrorism:**

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is:

\$10.00

\_\_\_\_\_ I accept this offer of terrorism coverage and acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

\_\_\_\_\_ I hereby reject this offer of terrorism coverage. I understand that an exclusion of certified terrorism losses will be made part of this policy. I also acknowledge that I have been notified that under the Terrorism Risk Insurance Act, as amended, any losses resulting from certified acts of terrorism under my policy may be partially reimbursed by the United States government and may be subject to a \$100 billion cap that may reduce my coverage, and I have been notified of the portion of my premium attributable to such coverage.

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged for this coverage is shown above and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

**Policyholder's Signature:**

**Date:**

Print Name

The following excerpt from the Act is provided for your information:

According to Section 102(1) of the Terrorism Risk Insurance Act, as amended, "The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States ---- (i) to be an act of terrorism; (ii) to be a violent act or an act that is dangerous to (I) human life; (II) property; or (III) infrastructure; (iii) to have resulted in damage within the United States, or outside the United States in the case of (I) an air carrier or vessel described in paragraph (5)(B); or (II) the premises of a United States mission; and (iv) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

Summary of Certificates

This report displays detailed Certificate of Insurance information for a selected Insured. Any items shown in red are deficient.

Wednesday, June 07, 2017

Simple View

Certificate Images

Documents

Call Log

Insured: Robling Architecture Construction, Inc.

Insured ID: ROBLARC-PBC

Status: Compliant

ITS Account Number: PLC2034

Project(s): Palm Beach County - Capital Improvements

Insurance Policy	Required	Provided	Override
<u>General Liability</u>			
Expiration: 5/23/2018			
General Aggregate:	\$1,000,000	\$2,000,000	
Products - Completed Operations Aggregate:	\$1,000,000	\$2,000,000	
Personal And Advertising Injury:	\$0	\$1,000,000	
Each Occurrence:	\$1,000,000	\$1,000,000	
Fire Damage:	\$0	\$0	
Medical Expense:	\$0	\$0	
<u>Automobile Liability</u>			
Expiration: 5/23/2018	All Owned Autos	Any Auto not provided	X
	Hired Autos	Hired Autos	
	Non-Owned Autos	Non-Owned Autos	
Combined Single Limit:	\$1,000,000	\$1,000,000	
<u>Workers Compensation/Employers Liability</u>			
Expiration: 5/23/2018	WC Stat. Limits	WC Stat. Limits	
Each Accident:	\$100,000	\$1,000,000	
Disease - Policy Limit:	\$500,000	\$1,000,000	
Disease - Each Employee:	\$100,000	\$1,000,000	

Notifications [\(Show All\)](#)

There were no deficiency letters issued.

Do you have an updated Certificate? Click the button below to submit a Certificate.

Certificate Submittal