

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**Meeting Date: March 13, 2018**

**Consent**

**Regular**

**Workshop**

**Public Hearing**

**Department: Facilities Development and Operations**

**I. EXECUTIVE BRIEF**

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

- A. Budget transfer of \$70,000 in the Housing and Community Development Fund;
- B. Budget Amendment of \$70,000 in the Public Building Fund to recognize the transfer; and
- C. Amendment No. 9 to the Amended Contract with Robling Architecture Construction, Inc. (R-2016-0762) in the amount of \$436,024 for the Program REACH/Transitional Housing Facility (Facility) and site improvement establishing a Guaranteed Maximum Price (GMP).

**Summary:** This Amendment authorizes the Construction Manager (CM) to install a fire protection system in three (3) two-story buildings including permit drawings and site work, site lighting, building weatherproofing and ADA improvements of one unit of the Facility. Amendment No. 9 establishes a Guaranteed Maximum Price (GMP) of \$436,024. The duration of construction is 108 days. This project will be funded from Community Development Block Grant (CDBG) Program funds and will be done through an Amended Contract (8/23/17) containing terms and conditions for federally funded projects. The work was bid and the bids came in higher than the estimate, plus a contingency was added due to the renovation nature of the work, which necessitated the additional funds and the budget transfer. 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 businesses. **(Capital Improvements Division) District 3 (LDC)**

**Background and Justification:** Currently the buildings do not have a fire protection system, adequate ADA accessibility, a weather tight building envelope, or adequate site lighting. These improvements will increase occupant safety and provide for an improved overall appearance. The GMP includes the cost of work, the construction manager's fee and a contingency. Construction Manager (CM) at Risk is a project delivery method in which the CM provides design phase assistance, evaluation of cost, schedule and implications of alternate designs, systems and materials, and serves as general contractors issuing the subcontracts for construction. This is the second phase of the improvements. The first phase (\$175,000) included improvements to security, the site, and air conditioning, and that work was completed last December.

Attachments:

- 1. Location Map
- 2. Budget Amendment
- 3. Budget Availability Statement
- 4. Amendment No. 9

**Recommended by:** *Janet Army Wolf* **Department Director** 2/26/18 **Date**

**Approved by:** *W. Baker* **County Administrator** 3/2/18 **Date**

**II. FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$461,224	0	0	0	0
Operating Costs	_____	0	0	0	0
External Revenues	_____	0	0	0	0
Program Income (County)	_____	0	0	0	0
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$461,224</b>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

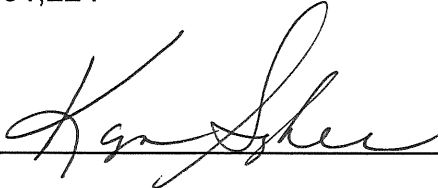
Is Item Included in Current Budget? Yes \_\_\_\_\_ No x  
 Does this item include use of federal funds? Yes x No \_\_\_\_\_

Budget Account No: Fund 3804 Dept 411 Unit B645 Object 4907

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


Funding for this project will be from CDBG.

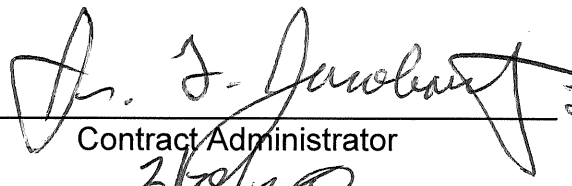
Construction Costs	\$436,024
Contingency	\$ 22,000
Staff Costs	\$ 3,200
<b>Total</b>	<b>\$461,224</b>

C. Departmental Fiscal Review: 


**III. REVIEW COMMENTS:**

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

 2/21/18  
 OFMB  
 2/21/18

 2/28/18  
 Contract Administrator  
 2/28/18

B. Legal Sufficiency:

 3/1/18  
 Assistant County Attorney

C. Other Department Review:

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

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



LOCATION MAP

*Handwritten signature*  
II

18-0352

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1  
BGEX-143-0208180000000896

Use this form to provide budget for items not anticipated in the budget.

FUND 1101 - Housing and Community Development

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED February 8, 2018	REMAINING BALANCE
<b>EXPENDITURES</b>								
143-1431-8201	Contributions -Non Government Agency	4,672,044	3,590,257	0	70,000	3,520,257	441,699	3,078,558
820-1431-9204	Transfer for Public Bldg Imprv Fund 3804	0	570,000	70,000		640,000	0	640,000
<b>TOTAL EXPENDITURES</b>				70,000	70,000			

Department of Housing and Economic Sustainability  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures  
Jonathan Brown  
[Signature]

Date  
2/8/18  
2/22/18

By Board of County Commissioners  
At Meeting of :  
March 13, 2018  
Deputy Clerk to the  
Board of County Commissioners

2/22/18

18- 0351

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

**PUBLIC BUILDING IMP FUND**


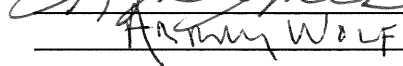
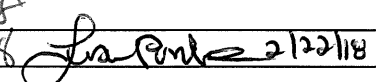
3804

BGEX-410-020918-903

BGRV-410-020918-318

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 2/21/2018	REMAINING BALANCE
<b><u>REVENUES</u></b>								
411 B645	8015 - Tr Fr HCD Fd 1101	0	570,000	70,000		640,000		
	<b>Total Receipts and Balances</b>	<u>53,328,323</u>	<u>51,062,099</u>	<u>70,000</u>	<u>0</u>	<u>51,132,099</u>		
<b><u>EXPENDITURES</u></b>								
<u>Program Reach Trans</u>								
411 B645	4907 - Building Improvemts Noncapita	0	570,000	70,000		640,000	0	640,000
	<b>Total Appropriations &amp; Expenditure</b>	<u>53,328,323</u>	<u>51,062,099</u>	<u>70,000</u>	<u>0</u>	<u>51,132,099</u>		

INITIATING DEPARTMENT/DIVISION  
Facilities Development & Operations  
Administration/Budget Department Approval  
OFMB Department - Posted

<b>Signatures</b>	<b>Date</b>
	2/9/18
	2/9/18
	2/21/18

By Board of County Commissioners  
At Meeting of March 13, 2018  

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Deputy Clerk to the  
Board of County Commissioners

*Handwritten initials and date: 2/21/18*

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/9/18

REQUESTED BY: Anthony Longo

PHONE: 233-0219

PROJECT TITLE: Palm Beach County Family Shelter - Renovations
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A

IST PLANNING NO.:

REQUESTED AMOUNT: \$461,224.00

BCC RESOLUTION#: R-2016-0762
DATE: 06/21/16

CSA or CHANGE ORDER NUMBER: Amendment #9

LOCATION: Program Reach Transitional Housing Facilities Renovation Project
• 549 Palm Beach Lakes Blvd.
• 559 Palm Beach Lakes Blvd.
• 1320 Henrietta Avenue
• 1318 Henrietta Avenue

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 17459

CONSULTANT/CONTRACTOR: Robling Architecture Construction, Inc.

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

Phase 2 construction costs

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$436,024.00), PROFESSIONAL SERVICES (\$ NA), STAFF COSTS\* (\$ 3,200.00), EQUIP. / SUPPLIES (\$ NA), CONTINGENCY (\$ 22,000.00), and TOTAL (\$461,224.00).

\* additional 70K to be approved at 3/13/18 Board meeting

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

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

FUND: DEPT: UNIT: OBJ:
3804-411-13645-4907

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

- Ad Valorem (Amount \$ )
Infrastructure Sales Tax (Amount \$ )
State (source/type: Amount \$ )
Federal (source/type: Amount \$ )
Grant (source/type: Amount \$ )
Impact Fees: (Amount \$ )
Other (source/type: HES DEPT- Amount \$ )

Department:

BAS APPROVED BY: [Signature]

DATE 2/13/18

ENCUMBRANCE NUMBER:

**AMENDMENT NO. 9 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
FAMILY SHELTER PHASE TWO  
PROJECT NO. 17459**

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

**WHEREAS**, pursuant to the contract dated June 21, 2016 (R-2016-0762) between Construction Manager (Robling Architecture Construction, Inc.) and Owner (the "Contract"), the parties hereto agree to this Amendment No. 9 for this Project with amended terms and conditions for federally funded projects ("Amended Contract"); and

**WHEREAS**, the Amended Contract for this Project with amended terms and conditions for federally funded projects is incorporated herein by reference; and

**WHEREAS**, the parties have negotiated a Guaranteed Maximum Price for Phase 2 of the Project, including Construction Manager's fees for construction and warranty services and other services as set forth herein and in the Amended Contract.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. 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.
3. 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 and the GMP is established 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 **\$436,024.00** for the construction costs of Family Shelter Phase Two as set forth on Exhibit "A" attached hereto and incorporated herein by reference.

b) SCHEDULE OF TIME FOR COMPLETION

Pursuant to Article 5.3, Construction Manager shall substantially complete the project within **108** calendar days of receiving the Notice to Proceed from the Owner. Liquidated Damages are \$120.00/day for failure to complete within the contract time or approved extension thereof.

c) ATTACHMENTS

Pursuant to the requirements of the Contract, the following are attached hereto and incorporated herein by reference:

Exhibit A - GMP Proposal  
Public Construction Bond  
Form of Guarantee

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

*THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK*



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY.

ATTEST:  
SHARON R. BOCK, CLERK &  
COMPTROLLER

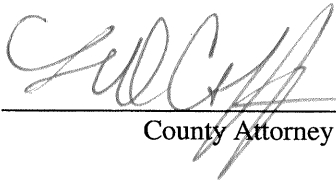
PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

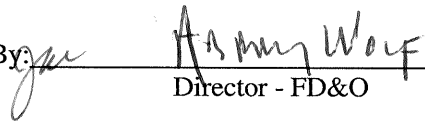
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Melissa McKinlay, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS  
AND CONDITIONS


By:  \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Director - FD&O

WITNESS: FOR CONSTRUCTION MANAGER  
SIGNATURE

CONSTRUCTION MANAGER:  
**Robling Architecture Construction, Inc.**

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Signature

Holly M Serrano  
\_\_\_\_\_  
Name (type or print)

Damon A Robling  
\_\_\_\_\_  
Name (type or print)

President  
\_\_\_\_\_  
Title  
  
(Corporate Seal)

**EXHIBIT 'A'**

**Project: 17459 PBC Family Shelter Phase 2 Improvements, Add Fire Sprinklers**

**CM Name: Robling Architecture Construction, Inc.**

**Date: 2/6/2018**

**Architect: Robling Architecture Construction, Inc**

**Drawing Set: Schematic**

CSI Division Summary	COST	%	DESCRIPTION
Division 1 General Conditions	\$13,680.00	4.4%	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	\$4,500.00	1.4%	
Division 3 Concrete	\$6,500.00	2.1%	
Division 4 Masonry	\$1,400.00	0.4%	
Division 5 Steel	\$0.00	0.0%	
Division 6 Wood, Plastics, Composites	\$22,400.00	7.2%	
Division 7 Thermal & Moisture Protection	\$3,412.00	1.1%	
Division 8 Windows and Doors	\$3,000.00	1.0%	
Division 9 Finishes	\$89,850.00	28.7%	
Division 10 Specialties	\$1,050.00	0.3%	
Division 11 Equipment	\$0.00	0.0%	
Division 12 Furnishings	\$0.00	0.0%	
Division 13 Special Construction	\$0.00	0.0%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$66,200.00	21.2%	
Division 26,27,28 Electrical	\$41,000.00	13.1%	
Division 31,32,33 Site Work	\$59,850.00	19.1%	
Other:		0.0%	
<b>SUBTOTAL "A"</b>	<b>\$312,842</b>	<b>100.0%</b>	
	<b>COST</b>	<b>% of GMP</b>	<b>DESCRIPTION</b>
<b>Deduct Estimated Sales Tax Recovery</b>	\$0.00	0.0%	Estimated Sales Tax Savings from direct owner purchase items. Entered as a negative value.
<b>SUBTOTAL "B"</b>	<b>\$312,842</b>		<b>Subtotal "B" = Subtotal "A" minus Sales Tax Recovery</b>
<b>Insurance and Bonds</b>			
CM Payment & Performance Bonds	\$4,300.00	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	\$4,300.00	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	\$0.00	0.0%	
<b>SUBTOTAL "C"</b>	<b>\$321,442</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	\$59,060	13.5%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Overhead and Profit	\$30,522	7.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
<b>SUBTOTAL "D"</b>	<b>\$411,024</b>		<b>Subtotal "D" = Subtotal "C" + Construction Manager Fees</b>
Construction Contingency	\$25,000	5.7%	
<b>Guaranteed Maximum Price (GMP)</b>	<b>\$436,024</b>		

## ATTACHMENT "A"

17459 PBC Family Shelter Phase 2 Improvements, Add Fire Sprinklers & Misc. Facility Improvements

Robling Architecture Construction, Inc.

Date: 2/06/18

CSI DIV.	Description	Location
002	Concrete cutting, core drilling, protect finishes	All 3 buildings
003	Grout wall penetrations that were core-drilled for new sprinkler pipe installation	All 3 buildings
004	Repair masonry walls that are being modified to increase wheelchair accessibility	1 unit, 559 Palm Beach Lakes Blvd
006,011, 022	Replace kitchen cabinets, relocate appliances, replace kitchen sink	1 unit, 559 Palm Beach Lakes Blvd
006, 009	Miscellaneous ADA & Facility Improvements	All 3 buildings
007	Exterior caulk & fire caulk at fire sprinkler pipe penetrations	All 3 buildings
007	New Gutters & Downspouts	1318 Henrietta Ave.
008	Replace Interior Bedroom & Bathroom Doors	1 unit, 559 Palm Beach Lakes Blvd
008	Replace Exterior Door (north wall)	1318 Henrietta Ave.
009	Interior Painting; paint at wall repairs & paint new fire sprinkler piping	All 3 buildings
009	Exterior Painting & Weatherproofing	All 3 buildings
009	Drywall Repairs at walls & ceiling related to new fire sprinkler work	All 3 buildings
009	Floor Repairs at modified walls	1 unit, 559 Palm Beach Lakes Blvd
010	Fire Dept. Connection Signs	
021	Fire Protection System (fire sprinklers)	All 3 buildings
022	Cages at Backflow Preventers	3 locations along sidewalk
026, 028	Fire Alarm Communicator to monitor fire protection system	All 3 buildings
026	Wall Mounted Site Lighting for parking areas & playground	All 3 buildings
031, 032, 033	Site Work - Underground Fire Mian & FDC Piping	All 3 buildings
031, 032, 033	Site Work - Water Main Tie-In, Asphalt, Concrete Repair	
031, 032, 033	Sod & Irrigation - Trench Restoration	

**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number 2252359 effective \_\_\_\_\_  
issued by the North American Specialty Insurance Company  
in the amount of One Hundred Seventy-Four Thousand Six Hundred Sixty-Two DOLLARS,  
on behalf of Robling Architecture Construction, Inc.  
as Principal and in favor of Palm Beach County Board of County Commissioners  
as Obligee:

Now, Therefore, it is agreed that:

Bond penalty is hereby INCREASED from \$174,662.00 to \$439,633.00 as per Amendment No. 9 to Contract  
for Construction Management Services Family Shelter Phase Two Project No. 17459

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 9th day of February, 2018.

Signed, sealed and dated this 9th day of February, 2018.

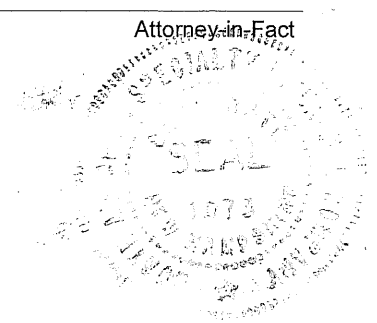
Robling Architecture Construction, Inc.  
\_\_\_\_\_  
(Principal)

By: *[Signature]*  
Damon A Robling president

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

North American Specialty Insurance Company  
\_\_\_\_\_  
(Surety)

By: *[Signature]*  
Brett A. Ragland Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

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 Overland Park, Kansas 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 Overland Park, Kansas, 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

[Signature of Steven P. Anderson]

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

[Signature of Mike A. Ito]



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 22 day of JANUARY, 20 18.

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

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 20 18, 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.



[Signature of M. Kenny]
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 9th day of February 18.

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.  
(Contractor) and North American Specialty Insurance Company (Surety)

We the undersigned hereby guarantee that the (Family Shelter Phase 2- P# 17459) 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

\_\_\_\_\_  
(Contractor) (Seal)  
Robling Architecture Construction, Inc  
By:   
Damon A Robling-President (Signature)

North American Specialty Insurance Company  
(Surety) (Seal)

By:   
(Signature)

Joseph D. Johnson, Jr., Attorney-in-Fact  
(Print Name)  
Florida Resident Agent

SWISS RE CORPORATE SOLUTIONS

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 Overland Park, Kansas 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 Overland Park, Kansas, 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 [Signature] 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 [Signature] 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 22 day of JANUARY, 20 18.

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

State of Illinois
County of Cook ss:

On this 22 day of JANUARY, 20 18, 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