

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

**Meeting Date: April 10, 2018**

**Consent**

**Regular**

**Workshop**

**Public Hearing**

**Department: Facilities Development and Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** Amendment No. 10 to the contract with Robling Architecture Construction, Inc. (R-2016-0762) in the amount of \$1,950,348 for the Osprey Point Golf Course New Cafe (Phase II) establishing a Guaranteed Maximum Price (GMP).

**Summary:** This Amendment authorizes the construction of a 4,030 sq. ft. new café consisting of a dining room for 100 patrons, a full service bar, full service kitchen, restrooms and other ancillary support spaces. The duration of construction is 420 days. The Small Business Enterprise (SBE) goal established by the SBE Ordinance for this contract is 15%. Robling Architecture Construction, Inc.'s SBE participation for this Amendment is 15.2% and including this Amendment, Robling Architecture Construction, Inc.'s overall SBE participation is 33.6%. This project will be funded from park impact fees zone 3 and golf course revenue. Robling Architecture Construction, Inc. is an SBE and 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 5 (LDC)**

**Background and Justification:** Osprey Point Golf Course opened to the public in 2010 and since has established itself as a very successful golf facility hosting over 100,000 rounds of golf a year. Currently the facility lacks a sizeable food and beverage facility and is only able to offer a limited selection of mostly pre-packaged foods and soft drinks. Addition of the Café Building will enhance this facility providing sit down full service meals and beverage provisions. The additional space will allow the golf facility the ability to host more tournaments and events which they are currently unable to accommodate. Earlier this year the Board approved Phase 1 of the project consisting of Pro Shop renovations and upgrades, additional cart staging area and improved traffic circulation, approval of this Phase will fully satisfy the needs at this site.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Amendment No. 10

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Recommended by:   \_\_\_\_\_  
 Department Director Date

Approved by: \_\_\_\_\_    
 County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	<u>\$2,010,348</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u><b>\$2,010,348</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

Budget Account No: Fund 1384 Dept 580 Unit 5270 Object 6502 - \$1,550,348  
 Fund 3603 Dept 581 Unit P799 Object 6502 - \$460,000

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

Funding for this project is from park impact fees and golf course revenue.

Construction Costs	\$1,950,348
Staff Costs	<u>\$60,000</u>
Total	\$2,010,348

C. Departmental Fiscal Review: *Karen Lykes*

**III. REVIEW COMMENTS:**

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

*Jim Ponz* 3/15/18  
 OFMB *3/15/18* *3/15/18* *3/14/18* *3/14/18*

*Dr. J. Jacobson* 3/19/18  
 Contract Administrator

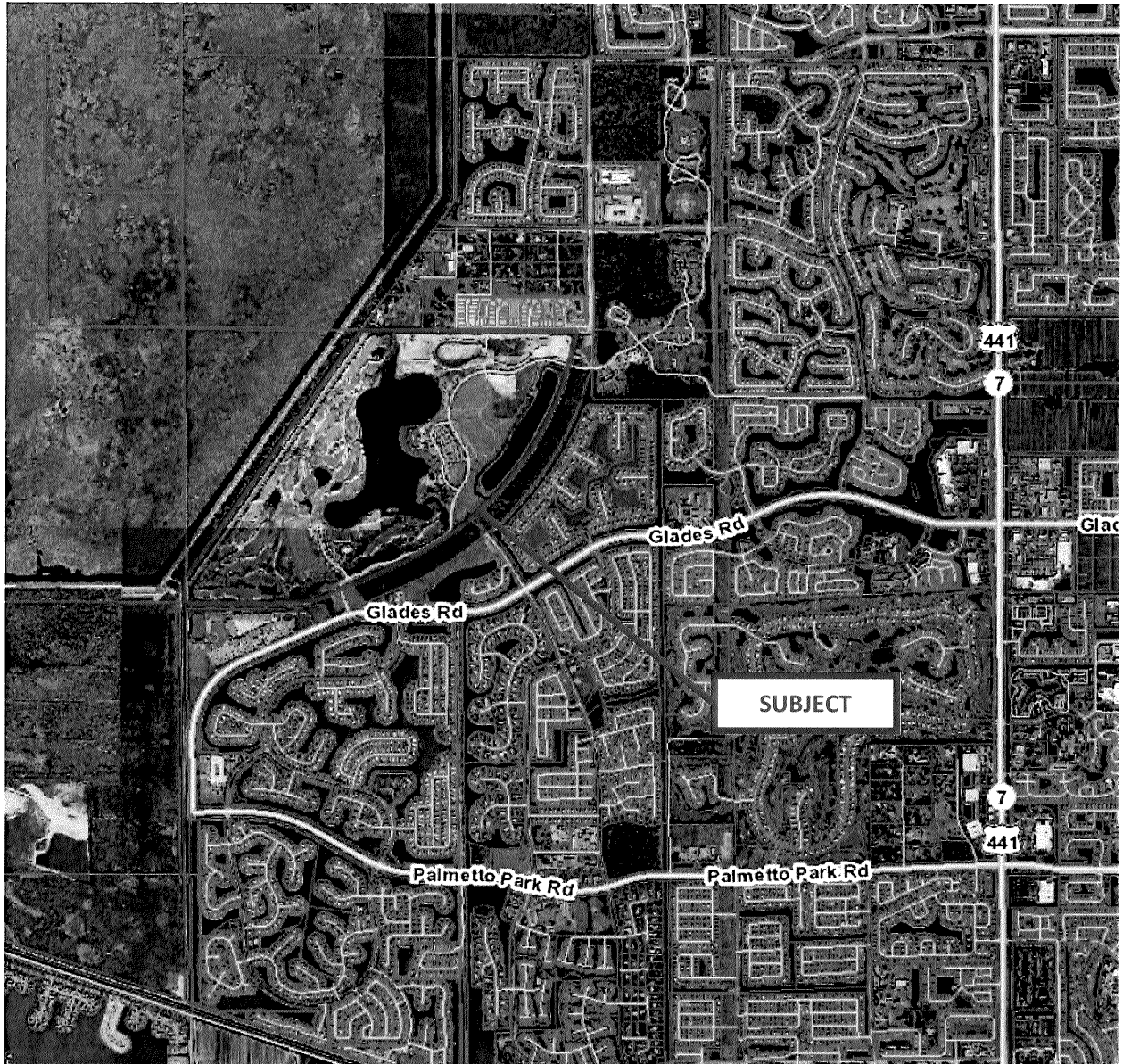
**B. Legal Sufficiency:**

*JD Coffman* 3/15/18  
 Assistant County Attorney

**C. Other Department Review:**

*Eric Lee*  
 Department Director

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



LOCATION MAP



Attachment 1

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 12/7/17

REQUESTED BY: Anil Patel

PHONE: 233-0271

PROJECT TITLE: Osprey Point Golf New Café (Phase II)  
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A – Annual CM

IST PLANNING NO.:

REQUESTED AMOUNT: \$2,010,348

BCC RESOLUTION#: R-2016-0762

DATE: 06/21/16

CSA or CHANGE ORDER NUMBER: Amendment #10

LOCATION:

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15205

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	\$1,950,348
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 60,000
EQUIP. / SUPPLIES/PERMITs	\$
CONTINGENCY	\$
TOTAL	\$2,010,348

\* 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: 1384 DEPT: 580 UNIT: 5270 OBJ: 6502 - \$1,550,348  
3603 581 8799 6502 - \$460,000 - includes staff costs

**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 \$ 460,000)  
Other (source/type: Golf revenue Amount \$ 1,550,348)

Department: Parks & Recreation

BAS APPROVED BY: [Signature]

DATE 2/27/18

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

**BAS APPROVAL**

FULLY FUNDED WITHIN CURRENT BUDGET [Signature]

FULLY FUNDED PENDING BUDGET TRANSFER \_\_\_\_\_

Attachment 2

**AMENDMENT NO. 10 TO CONTRACT FOR  
CONSTRUCTION MANAGEMENT SERVICES  
OSPREY POINT GOLF COURSE NEW CAFÉ (PHASE II)  
PROJECT NO. 15205**

**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**, the Owner and Construction Manager acknowledge and agree that the Contract dated 06/21/16 between Palm Beach County ("Owner") and Robling Architecture Construction, Inc., ("Construction Manager") (R-2016-0762) ("Contract") is in full force and effect and that they intend to supplement the Contract by execution of this Amendment; and

**WHEREAS**, the Contract between Owner and Construction Manager requires that Construction Manager has rendered or will render pre-construction services as specified therein; and

**WHEREAS**, the parties have negotiated a Guaranteed Maximum Price as required by the Contract, which includes Construction Manager's fees for construction and warranty services and such other services as set forth herein and in the 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 **\$1,950,348.00** for the construction costs of Osprey Point Golf Course New Café Phase II, 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 **420** 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

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

Exhibit A - GMP Proposal  
Public Construction Bond (Rider)  
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

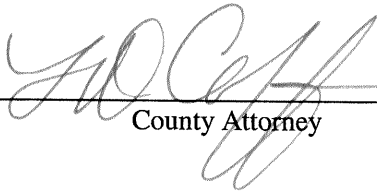
PALM BEACH COUNTY BOARD, FLORIDA  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS


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

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

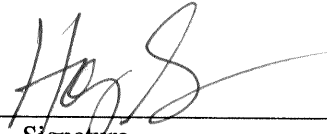
APPROVED AS TO TERMS  
AND CONDITIONS

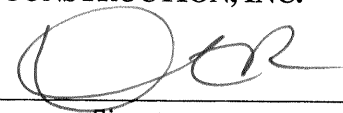
By:  \_\_\_\_\_  
County Attorney

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'**

<b>Project: 15205 Osprey Point Golf Course, New Café - Phase II</b>			
<b>CM Name: Robling Architecture Construction, Inc.</b>			<b>Date: 2/15/2018</b>
<b>Architect: Architecture Green, LLC</b>			<b>Drawing Set: Permit Set</b>
CSI Division Summary	COST	%	DESCRIPTION
Division 1 General Conditions	\$37,940.00	2.1%	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	\$0.00	0.0%	
Division 3 Concrete	\$230,000.00	12.8%	
Division 4 Masonry	\$0.00	0.0%	
Division 5 Steel	\$248,700.00	13.9%	
Division 6 Wood, Plastics, Composites	\$68,500.00	3.8%	
Division 7 Thermal & Moisture Protection	\$150,000.00	8.4%	
Division 8 Windows and Doors	\$172,435.00	9.6%	
Division 9 Finishes	\$127,256.00	7.1%	
Division 10 Specialties	\$24,700.00	1.4%	
Division 11 Equipment	\$221,000.00	12.3%	
Division 12 Furnishings	\$10,500.00	0.6%	
Division 13 Special Construction	\$0.00	0.0%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$300,500.00	16.8%	
Division 26,27,28 Electrical	\$195,000.00	10.9%	
Division 31,32,33 Site Work	\$6,300.00	0.4%	
	\$0.00	0.0%	
<b>SUBTOTAL "A"</b>	<b>\$1,792,831</b>	<b>100.0%</b>	
	COST	% of GMP	DESCRIPTION
<b>Deduct</b> Estimated Sales Tax Recovery	\$0.00	0.0%	Estimated Sales Tax Savings from direct owner purchase items. Entered as a negative value.
<b>SUBTOTAL "B"</b>	<b>\$1,792,831</b>		<b>Subtotal "B" = Subtotal "A" minus Sales Tax Recovery</b>
<b>Insurance and Bonds</b>			
CM Payment & Performance Bonds	\$20,000.00	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	\$20,000.00	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	\$20,000.00	1.0%	
<b>SUBTOTAL "C"</b>	<b>\$1,852,831</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	\$0	0.0%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Overhead and Profit	\$97,517	5.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
<b>SUBTOTAL "D"</b>	<b>\$1,950,348</b>		<b>Subtotal "D" = Subtotal "C" + Construction Manager Fees</b>
Construction Contingency	\$0	0.0%	
<b>Guaranteed Maximum Price (GMP)</b>	<b>\$1,950,348</b>		Includes Pre-Construction Phase Fee



## List of Contract Documents

### Project Manual

Florida Green Building Coalition Requirements & Reference Guide  
Geotechnical Report (by Tierra)  
Project Specifications

### New Golf Café (includes Site Work) Drawings

Number	Title	Issue Date	Latest Rev.	Rev. No.
Cover	Cover Sheet	5-31-17		
Index	Index of Drawings	5-31-17	8-14-17	1
1	Survey	10-21-15	10-11-17	2
C0.1	General Notes	5-31-17		
C0.2	General Notes	5-31-17		
C1.1	Site Demolition & Erosion Control	5-31-17	8-14-17	4
C2.1	Signing, Striping & Geometric Plan	5-31-17		
C3.1	Paving & Grading Plan	5-31-17	8-14-17	4
C3.2	Paving & Drainage Plan, Enlarged	5-31-17	8-14-17	4
C4.1	Paving, Grading & Drainage Details	5-31-17		
C5.1	Potable Water & Sanitary Sewer Plan	5-31-17	8-14-17	4
C6.1	Potable Water #1 Standard Details	5-31-17		
C6.2	Potable Water #2 Standard Details	5-31-17		
C6.3	Potable Water #3 Standard Details	5-31-17		
C6.4	Potable Water #4 Standard Details	5-31-17		
C6.5	WasteWater #1 Standard Details	5-31-17		
C6.6	WasteWater #2 Standard Details	5-31-17		
DT-1	Landscape Removal & Transplant Plan	6-01-17	8-14-17	2
LP-1	Landscape Plan	6-01-17	8-14-17	1
LP-2	Landscape Plan	6-01-17	8-14-17	1
IR-1	Irrigation Plan	6-01-17	8-14-17	2
IR-2	Irrigation Plan	6-01-17	8-14-17	1

SP-1	Overall Site Plan	5-31-17		
SP-2	Enlarged ProShop – Café Site Plan	5-31-17		
LSP-1	Life Safety Plan	5-31-17	8-14-17	1
3D-1	3D Views	5-31-17		
3D-2	2D Views	5-31-17		
A-1	Floor Plan	5-31-17		
A-1.1	Furniture & Equipment Plan	5-31-17	8-14-17	1
A-1.2	Flooring Plan	5-31-17		
A-2	Reflected Ceiling Plan	5-31-17		
A-3	Exterior Elevations	5-31-17		
A-3.1	Exterior Elevations	5-31-17		
A-3.2	Interior Elevations	5-31-17		
A-3.3	ADA Clearance Requirements	5-31-17		
A-4	Roof Plan	5-31-17	8-14-17	4
A-4.1	SBS Modified Bit., LWIC Roof Details	5-31-17		
A-4.2	SBS Modified Bit., LWIC Roof Details	5-31-17	8-14-17	1
A-5	Building Sections	5-31-17		
A-5.1	Building Sections	5-31-17		
A-5.2	Wall Sections	5-31-17	8-14-17	1
A-5.3	Wall Sections	5-31-17	8-14-17	1
A-5.4	Roofing Details	5-31-17	8-14-17	1
A-5.5	Siding & Banding Details	5-31-17		
A-5.6	Trellis Plan, Sections & Details	5-31-17		
A-5.7	Entry Cover	5-31-17		
A-5.8	Service Yard, Wall Section & Elevations	5-31-17		
A-6	Door Schedule, Door & Window Elev.	5-31-17		
A-6.1	Door Details	5-31-17		
A-6.2	Door Details	5-31-17		
A-6.3	Window Details	5-31-17		
A-6.4	Thermashade Sun Control Details	5-31-17		
A-7	Room Finish Schedule, Wall Types	5-31-17		

A-7.1	Bar and Service Counter	5-31-17		
A-7.2	Bar & Barn Siding Sections & Details	5-31-17		
A-7.3	Back Bar & Wait Station	5-31-17		
A-7.4	Bus Station	5-31-17		
K-1.1	Food Svc. Equipment Plan & Schedule	1-31-17		
K-2.0	Food Svc. Equip. Electric Notes & Dtls.	1-31-17		
K-2.1	Food Svc. Equip. Electric Plan & Sched.	1-31-17		
K-3.0	Food Svc. Equip. Plumbing Notes & Details	1-31-17	8-14-17	1
K-3.1	Food Svc. Equip. Plumbing Plan & Schedule	1-31-17		
K-3.2	Food Svc. Equip. Drainage Plan	1-31-17		
K-4.0	Food Svc. Equip. Notes & Details	5-31-17		
K-4.1	Food Svc. Equip. Special Conditions Plan	5-31-17		
S-1	Foundation Plan			
S-2	Roof Framing Plan			
S-3	Upper Roof Framing Plan	8-14-17		1
S-4	Structural Notes, Details & Schedule			
S-5	Typical Details			
S-6	Sections	8-14-17		1
S-7	Sections	8-14-17		1
M0.1	Mech. Notes, Legend & Index	5-31-17		
M1.1	Mechanical Zone Maps	5-31-17		
M2.1	Mechanical Floor Plan	5-31-17		
M3.1	Mechanical Isometric	5-31-17		
M3.2	Mechanical Section 1	5-31-17		
M3.3	Mechanical Section 2	5-31-17		
M4.1	Mechanical Schedules	5-31-17		
M5.1	Mechanical Details	5-31-17		
M5.2	Mechanical Details	5-31-17		
M6.0	Mechanical Commissioning Plan	5-31-17		

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Osprey Golf Course- Cafe  
 NAME OF PRIME BIDDER: Robling Architecture Construction, Inc.  
 CONTACT PERSON: Damon Robling  
 BID OPENING DATE: N/A

PROJECT NO. OR BID NO.: 15205  
 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.**

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Robling Architecture Construction, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$97,517.00	
2. Palm Beach Glass Specialties, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>			\$107,743.00		
3. Brian's Carpet & Commercial Flooring, Inc	<input type="checkbox"/>	<input checked="" type="checkbox"/>			\$37,800.00		
4. Tony Rodrigues Metal Framing Inc	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$54,877.00	
5.	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
(Please use additional sheets if necessary)							
<b>Total</b>					\$145,543.00	\$152,394.00	

Total Bid Price \$ 1,950,348.00

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$297,937.00/ 15%

I hereby certify that the above information accurate to the best of my knowledge: \_\_\_\_\_  
 Signature Title

- NOTE:**
- 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.
  - 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.
  - 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: 15205 PROJECT NAME: Osprey Point Golf Course, Cafe

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: \_\_\_\_\_

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 Mgmt & Carpentry		\$97,517	\$97,517

at the following price or percentage \$97,517 / 100%  
(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  
Name/Title of person executing on behalf of **SBE/WBE**



**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: 15205 PROJECT NAME: Osprey Point Golf Course, Cafe

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: March 21, 2017- March 20, 2020

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>Carpet/CT/Base</u>	<u>1</u>	<u>1</u>	<u>\$37,800.00</u>

at the following price or percentage \$37,800.00  
(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.

Brian's Carpet & Commercial Flooring Inc  
Print name of  
SBE-M/WBE Company

By: [Signature]  
(Signature)

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

Date: 2/13/18

**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: 15205 PROJECT NAME: Osprey Point Golf Course, Cafe

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 x Minority Business Enterprise \_\_\_\_\_

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

Date of Palm Beach County Certification: March 9, 2016- March 8, 2019

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>Drywall &amp; Framing</u>	<u>1</u>	<u>1</u>	<u>\$54,877.00</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price or percentage \$54,877.00  
(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.

Tony Rodrigues Metal Framing, Inc.

Print name of  
SBE-M/WBE Company

By: [Signature]  
(Signature)

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

Date: 2/13/18



**RIDER TO BOND**

TO BE ATTACHED TO AND FORM PART OF: Bond No. 2252370

**PERFORMANCE & PAYMENT BOND**  
*(Type of Bond)*

IN FAVOR OF: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS,  
FACILITIES SERVICES DIVISION, WEST PALM BEACH, FLORIDA

ON BEHALF OF: ROBLING ARCHITECTURE CONSTRUCTION, INC.  
*(Principal)*

ORIGINAL BOND AMOUNT: \$ 1,425,261.00

PROJECT: CONSTRUCTION OF PRO-SHOP P# 15205 AT OSPREY POINT GOLF  
COURSE, 12551 GLADES ROAD, BOCA RATON, FLORIDA

IT IS AGREED THAT, In consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider,

1. The Surety hereby gives its consent to:

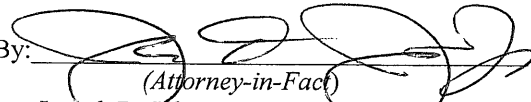
- (  ) INCREASE BOND AMOUNT                      (     ) CHANGE THE NAME OF THE PRINCIPAL  
(     ) DECREASE BOND AMOUNT                      (  ) CHANGE DESCRIPTION OF PROJECT  
(     ) CHANGE EFFECTIVE/EXPIRATION DATES                      (     ) CHANGE THE BOND NUMBER

**BOND AMOUNT SHALL BE INCREASED BY \$1,950,348.00 AND ADDING  
THE DESCRIPTION "15205 NEW CAFÉ AT OSPREY POINT GOLF  
COURSE, BOCA RATON, FLORIDA".**

2. PROVIDED, however, that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached as changed by this rider shall not be cumulative.

Signed, and sealed this        **21<sup>ST</sup>**                      day of                      **FEBRUARY**                      , 2018.

**NORTH AMERICAN SPECIALTY INSURANCE COMPANY**  
*(Surety)*

By:   
*(Attorney-in-Fact)*  
Joseph D. Johnson, Jr. Attorney-in-Fact  
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   
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 22 day of JANUARY, 20 18.

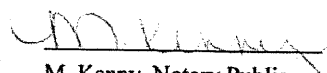
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois ss:  
County of Cook

On this 22 day of JANUARY, 20 18, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

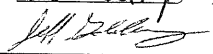
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American 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 21st day of February, 20 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**

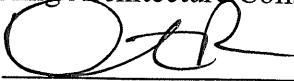
GUARANTEE FOR (Contractor and Surety Name) Robling Architecture Construction, Inc.  
(Contractor) and North American Specialty Insurance Company (Surety)

We the undersigned hereby guarantee that the (15205 Osprey Golf- Café Phase 2) 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

*JT*

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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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 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

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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