

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

<b>Meeting Date: November 17, 2020</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
	<input type="checkbox"/> <b>Workshop</b>	<input type="checkbox"/> <b>Public Hearing</b>

**Department: Facilities Development & Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:** The executed documents received during the month of September.


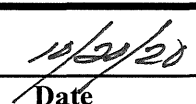
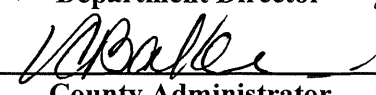
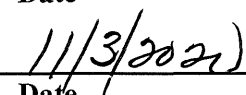
A) Amendment No. 3 to the emergency contract with Robling Architecture Construction, Inc. establishing a guaranteed maximum price for the Royal Palm Lakes Apartment Renovation – Interior Improvements phase in the amount of \$3,417,219 to be completed by December 30, 2020; and

B) Change Order No. 3 to the emergency contract with Dean Mitchell Restoration, Inc. for Royal Palm Lakes Apartment Renovation -Mold Remediation services in the amount of \$46,747.50 for mold remediation phase III and IV of the project.

**Summary:** On April 6, 2020, the Board of County Commissioners received authorization from the Federal Emergency Management Agency (FEMA) to conduct non-congregate sheltering activities under the Public Assistance Program as part of the response to the coronavirus emergency. On June 2, 2020, the Board of County Commissioners authorized the County Administrator or designee, which in this case was the Director of Facilities Development and Operations (FDO), to execute emergency design and construction contracts to renovate the Pahokee and Belle Glade Facilities as part of the County’s Non-Congregate Sheltering Strategy for the Western Communities. These contracts were fully executed on behalf of the Board of County Commissioners by the Director of FDO. In accordance with the County Policy and Procedures Manual (PPM) CW-O-051, all delegated contracts, agreements and grants must be submitted by the initiating department as a receive and file agenda item. Pursuant to section 2-80.22 of the Equal Business Opportunity (EBO) Ordinance and the County PPM CW-O-043, this project is exempt from the EBO requirements. **The funding sources for these contracts are the CARES Act Relief fund and the Infrastructure Sales Tax fund. (Capital Improvements Division) Countywide/District 6 (LDC)**

**Background and Justification:** Staff requested the authorization for the County Administrator or designee, which in this case was the Director of FDO, to execute the design and construction contracts in order to maintain the project schedule addressing the growing concerns surrounding non-congregate housing options for high risk and/or positive COVID19 cases within the western communities. The execution of the agreements provides for the renovation of the Pahokee facility. On June 2, 2020, the Board of County Commissioners authorized the County Administrator or designee, which in this case was the Director of Facilities Development and Operations (FDO), to execute emergency design and construction contracts to renovate the Pahokee facility in an amount not to exceed \$5,000,000. Due to unforeseen conditions identified during the course of construction, on September 15, 2020, the Board of County Commissioners authorized an additional capital appropriation of \$1,000,000 resulting in a not to exceed total of \$6,000,000 for the Pahokee Facility renovation project. **Continued on page 3.**

**Attachment:**  
Amendment No. 3 - Robling Architecture Construction, Inc.  
Change Order No. 3 – Dean Mitchell Restoration Inc.

<b>Recommended by:</b>		
	<b>Department Director</b>	<b>Date</b>
<b>Approved by:</b>		
	<b>County Administrator</b>	<b>Date</b>

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$3,463,967	\$			
Operating Costs		\$	\$	\$	\$
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$3,463,967	\$	\$	\$	\$
# ADDITIONAL FTE POSITIONS (Cumulative)					


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

Budget Account No: Fund 1160 Dept. 760 Unit CV08 Object 4900 Amount \$2,463,966.50  
Fund 3950 Dept. 411 Unit Q001 Object 4907 Amount \$1,000,000

Amendment No. 3 \$3,417,219.00  
Change Order No. 3 \$ 46,747.50  
Total \$3,463,966.50

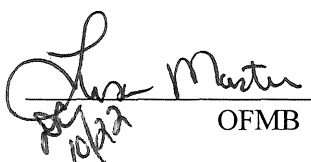
B. Recommended Sources of Funds/Summary of Fiscal Impact:

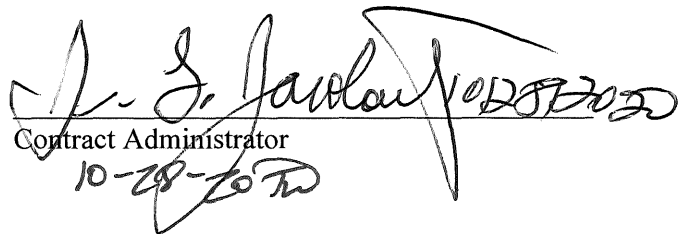
On June 2, 2020, the Board of County Commissioners approved an allocation of \$5,000,000 from the CARES Act Relief fund. On September 15, 2020, the Board of County Commissioners approved an additional capital appropriation of \$1,000,000 from the Infrastructure Sales Tax fund, for a total capital appropriation of \$6,000,000.

C. Departmental Fiscal Review: 

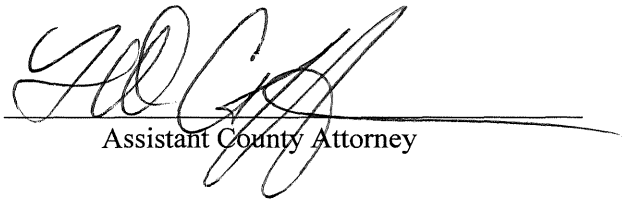
III. REVIEW COMMENTS:

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

 10/23/2020  
OFMB LM 10/22

  
Contract Administrator 10-28-2020

B. Legal Sufficiency:

  
Assistant County Attorney

C. Other Department Review:

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

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

Background & Justification (Cont.):

A summary of expenditures authorized to date is as follows and includes the items on this receive and file in addition to those previously submitted:

Description	Amount	Total
<u>Junk Removal Services</u>		
At Home Turf Services, LLC	\$10,505.00	\$10,505.00
<u>IAQ/Asbestos/Lead Assessment and Remediation</u>		
Partner Engineering & Science, Inc. - Contract	\$13,675.00	\$386,087.00
Partner Engineering & Science, Inc. – CSA #1	\$1,450.00	
Partner Engineering & Science, Inc. – CSA #2	\$12,650.00	
Dean Mitchell Restoration, Inc. – Contract	\$32,827.50	
Dean Mitchell Restoration, Inc. – C.O. #1	\$261,935.50	
Dean Mitchell Restoration, Inc. – C.O. #2	\$16,801.50	
Dean Mitchell Restoration, Inc. – C.O. #3	\$46,747.50	
<u>Construction</u>		
Robling Architecture Construction, Inc.- Contract	\$16,650.00	\$4,782,496.00
Robling Architecture Construction, Inc. – Amendment #1	\$639,063.00	
Robling Architecture Construction, Inc. – Amendment #2	\$709,564.00	
Robling Architecture Construction, Inc. – Amendment #3	\$3,417,219.00	
<u>Soft Costs (A/E, permits, fees, staff costs)</u>		
Colome & Associates, Inc. – Contract	\$188,617.24	\$188,617.24
<u>FFE</u>		
None executed to date	\$-	\$-
Grant Total		\$5,367,705.24

Project Name: Royal Palm Apartments – Interior Improvements  
Project No. 2020-038232

**AMENDMENT # 3**  
**ROBLING ARCHITECTURE CONSTRUCTION, INC.**  
**TO CONTRACT FOR**  
**CONSTRUCTION MANAGEMENT AT RISK SERVICES**  
**ROYAL PALM APARTMENTS – INTERIOR IMPROVEMENTS**  
**PROJECT NO.: 2020-038232**  
**FEDERALLY FUNDED**

This Amendment is made as of September 17, 2020 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as Owner, and Robling Architecture Construction, Inc., hereinafter referred to as “Construction Manager”.

**WHEREAS**, the Owner and Construction Manager acknowledge and agree that the Contract between Owner and Construction Manager dated June 25, 2020 (hereinafter the Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Contract including the Federal Requirements as may be supplemented and amended by this Amendment.

**WHEREAS**, the parties have now established a Guaranteed Maximum Price for the Interior Improvements Phase of the Project, including the Construction Manager’s fees calculated in accordance with the Construction Manager’s Price Proposal attached to the Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Contract;

**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:

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

**2. Construction Manager’s Representations.** The Construction Manager represents that:

The Construction Manager, Trade Contractors, Sub-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 Project.

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

Project Name: Royal Palm Apartments – Interior Improvements  
Project No. 2020-038232

Construction Manager represents that the GMP represents the total cost for complete and functional systems.

**3. Federal Requirements.** Construction Manager reaffirms, certifies, represents and warrants that it will continue to comply with all Federal Requirements as set forth in the Contract.

**4. DBE Goal.** Under the federal funding for this Project, there is no DBE requirement. Also as a federally funded emergency contract, this Project is exempt from the County's Equal Business Opportunity Program requirements. For informational purposes only, the Construction Manager reports 21% SBE participation on this phase of the Project.

**5. Guaranteed Maximum Price.** Pursuant to Section 2.2 and Article 6 of the Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$3,417,219** for the construction of the Interior Improvements phase of the Project. The GMP is based on the following: **Exhibit A.**

**6. Schedule of Time for Completion.** The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work by December 30, 2020. Liquidated Damages are \$264/day for failure to achieve certification of Substantial Completion within the contract time or approved extension thereof.

**7. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

- Exhibit A - GMP Summary
- Payment Bond
- Performance Bond
- Form of Guarantee
- Insurance Certificate(s)

**8. Contract Modifications.** The following General Condition is added to the General Conditions attached to the Contract:

**GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY**

**83.1** Construction Manager warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Construction Manager shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's trade contractors and subcontractors performing any duties and obligations under this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

**83.2** Construction Manager shall obtain from each of its trade contractors and subcontractors an affidavit stating that the trade subcontractor or subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Construction Manager shall maintain a copy of any such affidavit from a trade contractor or subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

**83.3** Owner shall terminate this Contract if it has a good faith belief that Construction Manager has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

Page 2 of 4

Project Name: Royal Palm Apartments – Interior Improvements  
Project No. 2020-038232

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

*83.4 If Owner terminates this Contract pursuant to the above, Construction Manager shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Construction Manager shall also be liable for any additional costs incurred by Owner as a result of the termination.*

9. 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.

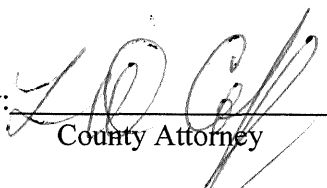
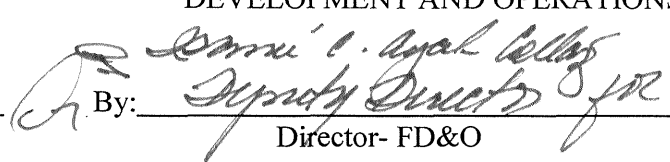
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Project Name: Royal Palm Apartments – Interior Improvements  
Project No. 2020-038232


**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the County; and an authorized official of the Construction Manager has made and executed this Amendment on behalf of the Construction Manager.

~~ATTEST:~~  
APPROVED AS TO  
LEGAL SUFFICIENCY

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS, BY  
DIRECTOR, FACILITIES  
DEVELOPMENT AND OPERATIONS


By:  County Attorney  
By:  Director- FD&O

ATTEST:


By:   
Fiscal

CONSTRUCTION MANAGER WITNESS:

CONSTRUCTION MANAGER:  
ROBLING ARCHITECTURE  
CONSTRUCTION, INC.

  
Signature

Melissa Nicosia  
Name (type or print)

  
Signature

Damon A Robling  
Name (type or print)

President  
Title  
(Corporate Seal)

**EXHIBIT A – GMP SUMMARY**



EXHIBIT "A"			
Guaranteed Maximum Price			
Project: Royal Palm Lakes Apartments Renovation -Interior Improvements			Date: 9/10/2020
Architect: Colome & Assoc.			Drawing Set: Permit Set, 7-10-2020
CSI DivisionSummary	COST	%	DESCRIPTION
Division 1 General Conditions	\$158,670.00	5.5%	Direct Cost Items necessarily incurred in the Project during the Construction Phase (excluding Insurance and Bonds shown below). See Attachment 2 for detailed breakdown of these reimbursable expenses.
Division 2 Existing Conditions	\$0.00	0.0%	
Division 3 Concrete	\$347,000.00	12.0%	
Division 4 Masonry	\$0.00	0.0%	
Division 5 Steel	\$64,800.00	2.2%	
Division 6 Wood, Plastics, Composites	\$198,300.00	6.9%	
Division 7 Thermal & Moisture Protection	\$30,200.00	1.0%	
Division 8 Windows and Doors	\$193,080.00	6.7%	
Division 9 Finishes	\$590,190.00	20.4%	
Division 10 Specialties	\$51,000.00	1.8%	
Division 11 Equipment	\$79,600.00	2.8%	See Attachment 1 - Cost Summary
Division 12 Furnishings	\$15,000.00	0.5%	
Division 13 Special Construction	\$0.00	0.0%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$733,455.00	25.4%	
Division 26,27,28 Electrical	\$377,192.00	13.1%	
Division 31,32,33 Site Work	\$50,000.00	1.7%	
Other:	\$0.00	0.0%	
SUBTOTAL "A"	\$2,888,487	100.0%	
Insurance and Bonds			
Payment & Performance Bonds	\$30,000.00	0.9%	100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount equal to the total project cost.
General Liability & Workers Comp. Insurance	\$34,200.00	1.0%	
Builders Risk Insurance	\$0.00	0.0%	
SUBTOTAL "C"	\$2,952,687.00		Subtotal "C" = Subtotal "B" + Insurance and Bonds
Management Costs			
Project Contingency	\$144,417	5.0%	
Preconstruction Fee	\$0	0.0%	Construction Manager Staffing Costs.See Attachment 3 for detailed breakdown.
Staff Costs	\$149,254	4.4%	Construction Manager Staffing Costs.See Attachment 3 for detailed breakdown.
Overhead and Profit	\$170,861	5.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
Guaranteed Maximum Price	\$3,417,219		

**PAYMENT BOND, PERFORMANCE BOND, FORM OF GUARANTEE, INSURANCE  
CERTIFICATE(S)**

RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Performance and Payment Bond

(Description of Bond)

Bond No. 2303756 issued on behalf of Robling Architecture Construction, Inc.

as Principal in favor of Palm Beach County Board of County Commissioners

Obligee.

North American Specialty Insurance Co., (hereinafter called the Company) hereby increases  
the penalty from One Million Three Hundred Forty Eight Thousand Six Hundred Twenty Seven and 00/100 DOLLARS ( \$ 1,348,627.00 ),  
to Four Million, Seven Hundred Sixty Five Thousand, Eight Hundred Forty Six and 00/100 DOLLARS ( \$ 4,765,846.00 ),  
subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 14th day of September, 2020, at  
twelve and one minute o'clock AM standard time.

Signed and dated this 14th day of September, 2020.

Robling Architecture Construction, Inc.

Principal

By [Signature]

North American Specialty Insurance Co.

By [Signature]

Brett A. Ragland, Attorney-In-Fact



ACCEPTED

Palm Beach County Board of County Commissioners

Obligee

By [Signature]

By \_\_\_\_\_



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

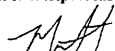
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport 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

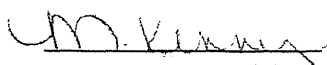
State of Illinois  
County of Cook ss:

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

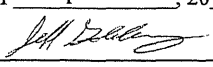
of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of 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 14th day of September, 20 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

## RIDER INCREASING OR DECREASING PENALTY OF BOND

To be attached to and form part of Performance and Payment Bond

(Description of Bond)

Bond No. 2303756 issued on behalf of Robling Architecture Construction, Inc.

as Principal in favor of Palm Beach County Board of County Commissioners

Obligee.

North American Specialty Insurance Co., (hereinafter called the Company) hereby increases  
the penalty from Six Hundred Thirty Nine Thousand Sixty Three and 00/100 DOLLARS ( \$ 639,063.00 ),  
to One Million, Three Hundred Forty Eight Thousand, Six Hundred Twenty Seven and 00/100 DOLLARS ( \$ 1,348,627.00 ),  
subject to the covenants and conditions of said bond, except as herein stated.

This rider becomes effective on the 12th day of August, 2020, at  
twelve and one minute o'clock AM standard time.

Signed and dated this 12th day of August, 2020.

Robling Architecture Construction, Inc.

Principal

By [Signature]

North American Specialty Insurance Co.

By [Signature]

Brett A. Ragland, Attorney-In-Fact

ACCEPTED

Palm Beach County Board of County Commissioners

Obligee

By [Signature]

By \_\_\_\_\_



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.

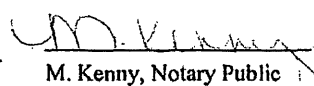
North American Specialty Insurance Company  
Washington International Insurance Company  
Westport Insurance Corporation

State of Illinois  
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

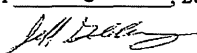
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American 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 12th day of August, 20 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

## CM HISTORY SHEET

[illegible]

# BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/17/2020

REQUESTED BY: Sunil Jagoo

PHONE: 233-0271

PROJECT TITLE: Royal Palm Apartments

(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: 16,650

IST PLANNING NO.:

REQUESTED AMOUNT: \$3,417,219.00

BCC RESOLUTION#: N/A

DATE:

GMP or ~~CHANGE ORDER~~ NUMBER: GMP # 3

LOCATION: 1749 E. Main Street, 121, Pahokee

BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 2020-038232

CONSULTANT/CONTRACTOR: Robling Architecture Construction, Inc. (Federal Emergency Contract)

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

Royal Palm Apartments Renovation for reroof and selective demolition.

CONSTRUCTION	\$3,417,219.00
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$3,417,219.00

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

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

FUND:

DEPT:

UNIT:

OBJ:

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT. Check and provide detail for all that apply)

- ☐ Ad Valorem (Amount \$ ) ☒ Infrastructure Sales Tax (Amount \$ 1,000,000 )
- ☐ State (source/type: Amount \$ ) ☒ Federal (source/type: CAKES Amount \$ )
- ☐ Grant (source/type: Amount \$ ) ☐ Impact Fees: (Amount \$ )
- ☐ Other (source/type: Amount \$ )

Department: FD&O

BAS APPROVED BY: [Signature]

DATE 9/23/2020

ENCUMBRANCE NUMBER: 062020-646



**FORM OF GUARANTEE**

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

We the undersigned hereby guarantee that the (Royal Palm Apartments Renovation- Reroof and Selective Demolition, Project No. 2020-038232) 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 Name) (Seal)

By: [Signature]  
(Contractor Signature)

Damon A Robling, President  
(Print Name and Title)

North American Specialty Insurance Company  
(Surety Name) (Seal)

By: [Signature]  
(Surety Signature)

Brett A. Ragland, Attorney-In-Fact and Florida  
Licensed Resident Agent  
(Print Name and Title)

**MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED**

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

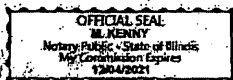


IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this

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 30 day of July, 20 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



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 11 DAY OF AUG, 20 20  
SHARON R. ROCK  
CLERK & COMPTROLLER  
By   
DEPUTY CLERK



ROBLARC-01

RROLLS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/11/2020

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	CONTACT NAME: Diane Traynor
CAL Risk Management	PHONE (A/C, No, Ext): (561) 776-9001
23 Eganfuskee Street	FAX (A/C, No): (561) 427-6730
Suite 102	E-MAIL ADDRESS: Dtraynor@callc.com
Jupiter, FL 33477	
	INSURER(S) AFFORDING COVERAGE
	INSURER A : Amerisure Mutual Ins Co
	INSURER B : Auto-Owners Insurance Company
	INSURER C : United Specialty Insurance Co
	INSURER D : Arch Specialty Insurance Company
	INSURER E :
	INSURER F :

COVERAGES				CERTIFICATE NUMBER:		REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.													
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY		X	X	GL20769240802	5/23/2020	5/23/2021	EACH OCCURRENCE	\$ 1,000,000			
		CLAIMS-MADE	X						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
	X	X-C-U, Contractual							MED EXP (Any one person)	\$ 5,000			
									PERSONAL & ADV INJURY	\$ 1,000,000			
									GENERAL AGGREGATE	\$ 2,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:												
		POLICY	X	PRO-JECT	X	LOC							
	OTHER:								PRODUCTS - COMP/OP AGG	\$ 2,000,000			
									EBL DED	\$ 1,000			
B	AUTOMOBILE LIABILITY			X	X	5232087400	5/23/2020	5/23/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	X	ANY AUTO OWNED AUTOS ONLY							SCHEDULED AUTOS	BODILY INJURY (Per person)	\$		
		HIRED AUTOS ONLY							NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$		
										PROPERTY DAMAGE (Per accident)	\$		
											\$		
C		UMBRELLA LIAB	X	OCCUR		BTN2026451	5/23/2020	5/23/2021	EACH OCCURRENCE	\$ 5,000,000			
	X	EXCESS LIAB		CLAIMS-MADE					AGGREGATE	\$ 5,000,000			
		DED	X	RETENTION \$					0	\$			
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A	X	WC205420611	5/23/2020	5/23/2021	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)											E.L. EACH ACCIDENT	\$ 1,000,000
												E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below											E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liabili					PDCPP0014504	5/23/2020	5/23/2021	Limit per Claim/Agg	2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Royal Palm Lakes Apartment Renovations - Project No. 2020-038232

Certificate holder is added 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. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees, is added as additional insured including products and SEE ATTACHED ACORD 101

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



ADDITIONAL REMARKS SCHEDULE

AGENCY CAL Risk Management		NAMED INSURED Robling Architecture Construction, Inc. 101 Walker Avenue Greenacres, FL 33463 Palm Beach
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
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. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation applies as per policy terms, conditions and exclusions.

**CHANGE ORDER BRIEF**  
**Royal Palm Lakes Mold Remediation**  
**PROJECT NO. IAQ2020011**  
**DATE: 8/5/2020**

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Prime Contractor ..... Dean Mitchell Restoration, Inc.

Change Order No. .... 03

Change Order Amount \$..... 46,747.50

Changed Contract Time ..... 0 calendar days (September 19, 2020)

**Description of Construction Change Proposals (CCPs):**

1. CCP #003	Additional remediation of Phase III and IV.....	\$46,747.50
	Total .....	\$46,747.50

**Reason for Change and Code:**

1. CCP#003: (D/Q – Additional Remediation in Phase III and IV of the project, quantities of impacted building materials not identified in Partner Assessment Corporation report)


**Reason-for-change codes**

D = Differing Site Conditions  
E = Errors/Omissions in Design  
O = Owner-Initiated  
Q = Quantity Adjustments

R = Request by another Agency/Outside Party  
X = Other (Specify: Expand scope to addl. Bldg. areas)  
Z = Zoning/Code/Ordinance Change

Estimated premium value of errors/omissions for this change order: \$0.00

**SUBMITTED:**

	9/8/2020
John Tierney, Regulatory Specialist	Date
FD&O – Strategic Planning	

**If applicable:**

Original S/M/WBE participation for this Project: 0.00%

S/M/WBE participation for this Change Order: 0.00%

Revised S/M/WBE participation for Project after adjusted for Change Order: 0.00%

## PALM BEACH COUNTY

## CHANGE ORDER

ISSUED TO: Dean Mitchell Restoration, Inc.

CHANGE ORDER NO.: 3

PROJECT NAME: Royal Palm Lakes Mold Remediation

REFERENCE CCP NO.: 3

PROJECT NO. IAQ2020011

RESOLUTION NO.: NA

DISTRICT NO.: 6

The completion date, contract price, and all terms, covenants, and conditions of the above referenced contract, except as duly modified by this and previous Change Orders, if any, shall remain in full force and effect.

DESCRIPTION OF CHANGE: Additional remediation of Phase III and IV sections of the Royal Palm Lakes property to include: removal and disposal of 4,065 square feet (sf) of suspect visible mold (SVM) impacted building material and post remediation cleaning. This removal encompasses items not identified in the Partner Assessment Corporation report, consisting typically of hidden materials identified during the remediation process.

## CONTRACT PRICE

Original Contract Price:	\$32,827.50
Previous CO # 1 through 2:	\$278,736.50
This Change Order No. 3:	\$46,747.50
ADJUSTED Contract Price:	\$358,311.50

## COMPLETION DATE

Contract Completion Date will be increased by 0 calendar days.

Contract Notice to Proceed Date: July 20, 2020

Contract Substantial Completion Date: September 19, 2020

ADJUSTED Substantial Completion Date: September 19, 2020

## CONTRACTOR

Execution of this change order acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modifications(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the contract. The above changes are accepted:

Dean Mitchell Restoration, Inc.

Contractor

By: Wayne E. BranningPrint Name: Wayne E. BranningTitle: Scij/Trsr Date: 9/4/20

## DESIGN PROFESSIONAL

The above changes are recommended for approval by the Owner:

Not Applicable

Design Professional

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## PALM BEACH COUNTY

Recommended By:

By: [Signature]  
Title: Regulatory Specialist Date: 9/8/2020By: [Signature]  
Title: Director, FD&O-SP Date: 9/8/2020

Approved By:

By: [Signature]  
Title: Director, FD&O Date: 9/8/20





## Dean Mitchell Restoration

---

3220 45th Street, Unit B  
West Palm Beach, FL 33407  
P: (561) 881-8567  
F: (561) 881-8668  
www.deanmitchellgroup.com  
CGC1524931

Client: Royal Palm Lakes Apartments  
Property: 1749 E Main Street  
Pahokee, FL 33476

Operator: GCARRILL

Estimator: Ricardo Carrillo  
Position: Project Manager  
Company: Dean Mitchell Restoration  
Business: 3220 45th St. Unit B  
West Palm Beach, FL 33407

Business: (561) 881-8567  
E-mail: rcarrillo@deanmitchellgroup.com

Type of Estimate: Mold  
Date Entered: 8/25/2020 Date Assigned: 8/25/2020  
Date Est. Completed: 8/25/2020 Date Job Completed:

Price List: FLDB8X\_AUG19  
Labor Efficiency: Restoration/Service/Remodel  
Estimate: 20-328-M-3

This change order is for removal of additional moldy impacted materials on Phase III and Phase IV.

**Phase III and Phase IV : Units 101, 102,103, 104, 105, 118, 119,120, Electric room, Storage, Laundry, North corridor, Lobby, Office, Kitchen, 121, 122, 123, 124, 131 through 134.**

### Scope of Work:

Removal of additional mold-impacted building materials and disposal of moldy impacted walls, ceiling, kitchen cabinets and bathroom cabinets.





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20-328-M-11

20-328-M-11

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
IAQ REMEDIATION ADDITIONAL REMOVAL PHASE III & IV					
Removal and disposal of additional moldy impacted, walls, ceiling, kitchen cabinets and bathroom cabinets in units:					
Total: 20-328-M-11				0.00	0.00

Unit 101

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 430 sq. ft.	430.00 SQ	0.00	11.50	0.00	4,945.00
Totals: Unit 101				0.00	4,945.00

Unit 102

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 850 sq. ft.	850.00 SQ	0.00	11.50	0.00	9,775.00
Totals: Unit 102				0.00	9,775.00

Unit 103

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 54 sq. ft.	54.00 SQ	0.00	11.50	0.00	621.00
Totals: Unit 103				0.00	621.00

Unit 104

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 58 sq. ft.	58.00 SQ	0.00	11.50	0.00	667.00
Totals: Unit 104				0.00	667.00



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Unit 105

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 66 sq. ft.	66.00 SQ	0.00	11.50	0.00	759.00
Totals: Unit 105				0.00	759.00

Unit 118

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 66 sq. ft.	66.00 SQ	0.00	11.50	0.00	759.00
Totals: Unit 118				0.00	759.00

Unit 119

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 112 sq. ft.	112.00 SQ	0.00	11.50	0.00	1,288.00
Totals: Unit 119				0.00	1,288.00

Unit 120

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 146 sq. ft.	146.00 SQ	0.00	11.50	0.00	1,679.00
Totals: Unit 120				0.00	1,679.00

Electric Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 8 sq. ft.	8.00 SQ	0.00	11.50	0.00	92.00
Totals: Electric Room				0.00	92.00



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**Storage Area/Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 16 sq. ft.	16.00 SQ	0.00	11.50	0.00	184.00
Totals: Storage Area/Room				0.00	184.00

**North Corridor**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 594 sq. ft.	594.00 SQ	0.00	11.50	0.00	6,831.00
Totals: North Corridor				0.00	6,831.00

**Lobby**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 495 sq. ft.	495.00 SQ	0.00	11.50	0.00	5,692.50
Totals: Lobby				0.00	5,692.50

**Office**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 24 sq. ft.	24.00 SQ	0.00	11.50	0.00	276.00
Totals: Office				0.00	276.00

**Kitchen**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 540 sq. ft.	540.00 SQ	0.00	11.50	0.00	6,210.00
Totals: Kitchen				0.00	6,210.00



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CGC1524931

**Unit 121**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 42 sq. ft.	42.00 SQ	0.00	11.50	0.00	483.00
Totals: Unit 121				0.00	483.00

**Unit 122**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 110 sq. ft.	110.00 SQ	0.00	11.50	0.00	1,265.00
Totals: Unit 122				0.00	1,265.00

**Unit 123**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 166 sq. ft.	166.00 SQ	0.00	11.50	0.00	1,909.00
Totals: Unit 123				0.00	1,909.00

**Unit 124**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 30 sq. ft.	30.00 SQ	0.00	11.50	0.00	345.00
Totals: Unit 124				0.00	345.00

**Unit 131**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 66 sq. ft.	66.00 SQ	0.00	11.50	0.00	759.00
Totals: Unit 131				0.00	759.00



**Dean Mitchell Restoration**

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CGC1524931

**Unit 132**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 72 sq. ft.	72.00 SQ	0.00	11.50	0.00	828.00
Totals: Unit 132				0.00	828.00

**Unit 133**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 78 sq. ft.	78.00 SQ	0.00	11.50	0.00	897.00
Totals: Unit 133				0.00	897.00

**Unit 134**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Materials removed 42 sq. ft.	42.00 SQ	0.00	11.50	0.00	483.00
Totals: Unit 134				0.00	483.00
Line Item Totals: 20-328-M-11				0.00	46,747.50



**Dean Mitchell Restoration**

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3220 45th Street, Unit B  
West Palm Beach, FL 33407  
P: (561) 881-8567  
F: (561) 881-8668  
www.deanmitchellgroup.com  
CGC1524931

**Summary**

Line Item Total	46,747.50
Replacement Cost Value	\$46,747.50
Net Claim	\$46,747.50

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Ricardo Carrillo  
Project Manager

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Royal Palm Lakes Apartments  
NAME OF PRIME RESPONDENT/BIDDER: Dean Mitchell Restoration  
CONTACT PERSON: Lina Carrillo  
SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: 1AQ2020011  
ADDRESS: 3320 45th St. WPB FL 33407  
PHONE NO.: 561-881-8567 E-MAIL: gcarrillo@cleanmitch-engr.com  
DEPARTMENT: \_\_\_\_\_

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ 40,747.50

Total SBE-M/WBE Participation \_\_\_\_\_

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

Signature \_\_\_\_\_ Title Operations Manager

Note:

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

# OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: IAQ 2020011

SOLICITATION/PROJECT NAME: Royal Palm Lakes Apartment

Prime Contractor: Dean Mitchell Restoration Subcontractor: \_\_\_\_\_

(Check box(s) that apply)

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

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

**Column 1**

**Column 2**

**Column 3**

☐ Male ☐ Female

☐ African-American/Black ☐ Asian American ☐ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

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

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: \_\_\_\_\_

Dean Mitchell Restoration

Print Name of Prime

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

Authorized Signature

Gina Carrillo

Print Name

Operations Manager

Title

Date: 8/31/20

Print Name of Subcontractor/subconsultant

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

Authorized Signature

Print Name

Title

Date: \_\_\_\_\_

Revised 09/17/2019



## BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/5/2020

REQUESTED BY: Rebecca Dougherty PHONE: 233-0257

PROJECT TITLE: Royal Palm Lakes Apartments, 1749 E. Main Street, Pahokee, FL  
(Same as CIP or IST, if applicable)

IST PLANNING NO.: NA

ORIGINAL CONTRACT AMOUNT: \$ 32,827.50 + 262,620.00 + 16,801.50

BCC RESOLUTION#: NA

REQUESTED AMOUNT: \$ 46,747.50

DATE:

CSA or CHANGE ORDER NUMBER: Change Order #3

eFDO # 2020-038232

LOCATION: 1749 E. Main Street, Pahokee

BUILDING NUMBER: 2872

DESCRIPTION OF WORK/SERVICE LOCATION: Additional IAQ removal / remediation of contained building materials – Phase III and IV, not identified in Partner Assessment Corporation report.

PROJECT/W.O. NUMBER: IAQ2020011

CONSULTANT/CONTRACTOR: Dean Mitchell Restoration, Inc.

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: Additional IAQ removal / remediation of contained building materials – Phase I and II, not identified in Partner Assessment Corporation report.

CONSTRUCTION	\$ 46,747.50
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$ 46,747.50

\* 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: 1160 DEPT: 760 UNIT: CV08 OBJ: 4900

**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: <u>NAKES</u> Amount \$ _____)
Grant (source/type: _____ Amount \$ _____)	Impact Fees: (Amount \$ _____)
Other (source/type: _____ Amount \$ _____)	

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 8/26/2020

ENCUMBRANCE NUMBER: KPO 092120-679