

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 9, 2021 [X] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 2 to the continuing contract with Robling Architecture Construction, Inc. (R2020-1690) establishing a Guaranteed Maximum Price (GMP) in the amount of \$437,992 for construction management (CM) services for the Dubois Pineapple Packing House (Pineapple House) Restoration project for a period of 365 calendar days from notice to proceed or until the project is complete.

Summary: The Dubois Pineapple Packing House was built to store harvested pineapple crops in the 1800s. Harry Dubois built his main house in 1898, on a plot of land commonly known as DuBois Park, while taking up temporary residence on the same plot of land in the Pineapple House. To date, the Pineapple House (also known as the Dubois Pioneer Home) located at DuBois Park is one of the oldest wooden structures remaining in Palm Beach County. In an effort to preserve the historic aspects of the Pineapple House, Amendment No. 2 authorizes the restoration of the historic Pineapple House including restoring the roof, which is at the end of its useful life; wood framing repairs; new windows; new doors; new electrical utilities and heating ventilation and air condition (HVAC) system. Amendment No. 2 also authorizes the relocation of the Pineapple House to approximately 100 yards south of its current location in the park, so that it is no longer in a flood zone. On November 17, 2020, the Board of County Commissioners approved the continuing CM contract with Robling Architecture Construction, Inc. for construction management services for capital projects under \$4,000,000. This continuing construction management contract was presented to the Goal Setting Committee on December 4, 2019 and the Committee established Affirmative Procurement Initiatives (API) of a small business enterprise (SBE) evaluation preference of 10 points for the selection of the construction manager and a mandatory 20% SBE subcontracting goal on the continuing contract. SBE participation for this amendment is 10.93%. To date, the overall SBE participation for the continuing contract is 28.60%. Robling Architecture Construction, Inc. is an SBE and a Palm Beach County business. **This amendment will be funded from the Infrastructure Sales Tax fund and the Park Impact Fees fund. (Capital Improvements Division) Districts 1 (LDC)**

Background & Justification: Construction Manager at Risk (CMR) is a project delivery method where the construction manager provides design phase assistance, evaluation of cost and schedule including the implications of alternate designs, systems and materials on cost and schedule, and serves as the general contractor bidding the subcontracts for construction. The Pineapple House infrastructure is outdated and in need of being relocated and restored in order to preserve the historic pioneer design features of the property.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. GMP Amendment No. 2
- 4. Robling Architecture Construction, Inc. -Contract History

Recommended By: [Signature] Department Director 1/28/21 Date

Approved By: [Signature] County Administrator 2/4/21 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$448,942	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$448,942	_____	_____	_____	_____

ADDITIONAL FTE POSITIONS (Cumulative)

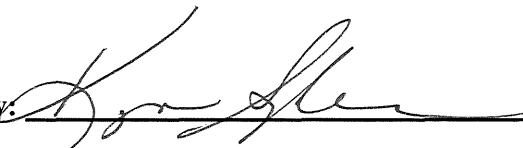
Is Item Included in Current Budget: Yes x No _____
 Does this item include the use of federal funds? Yes _____ No x

Budget Account No: Fund 3601 Dept 581 Unit P690 Object 6502 Amount \$221,324.00
 Fund 3950 Dept 581 Unit T111 Object 6502 Amount \$216,668.00
 Fund 3950 Dept 581 Unit T111 Object 6505 Amount \$10,950.00

Construction \$437,992.00
 Staff Costs \$ 10,950.00
 Total \$448,942.00

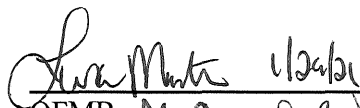
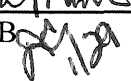
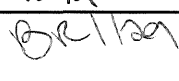
B. Recommended Sources of Funds/Summary of Fiscal Impact:

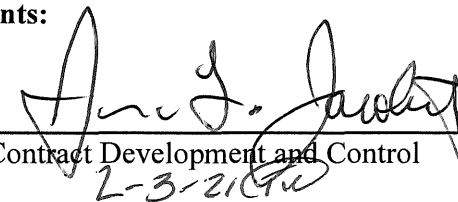
The funding source for this work is from the Infrastructure Sales Tax fund and the Park Impact Fees fund.

C. Departmental Fiscal Review:  _____

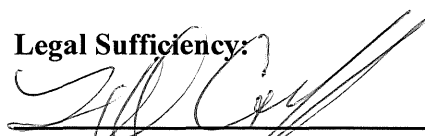
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB  


 Contract Development and Control
 2-3-21/21

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

LOCATION MAP

Project No: 15401

Project Name: The Dubois Pineapple House Restoration project

Locations: 19075 Dubois Rd, Jupiter 33477



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 10/27/2020 REQUESTED BY: Ben Carroll PHONE: 233-2059

PROJECT TITLE: Dubois Pineapple Packing House Restoration
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: N/A IST PLANNING NO.:

EFDO # 2015-032770

REQUESTED AMOUNT: \$448,942 BCC RESOLUTION#: R2016-0762
 DATE: 06/21/16

CSA or ~~CHANGE ORDER~~ NUMBER: Amendment #2

LOCATION: Dubois Park BUILDING NUMBER:

DESCRIPTION OF WORK/SERVICE LOCATION:

PROJECT/W.O. NUMBER: 15401

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	\$437,992
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$ 10,950
EQUIP. / SUPPLIES/ADVERTISING	\$
CONTINGENCY	\$
TOTAL	\$448,942

** 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) (S) eci (r) distribution i) more than one and order in which funds are to be used:

FUND <u>3601</u>	DEPT <u>581</u>	UNIT <u>P690</u>	OBJECT <u>6502</u>	\$221,324.00
FUND <u>3950</u>	DEPT <u>581</u>	UNIT <u>T111</u>	OBJECT <u>6502</u>	\$216,668.00
FUND <u>3950</u>	DEPT <u>581</u>	UNIT <u>T111</u>	OBJECT <u>6505</u>	\$10,950.00 (staff cost)

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

Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ 221,618.00)

State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)

Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ 221,324.00)

Other (source/type: _____ Amount \$ _____)

Department: Parks and Recreation

BAS APPROVED BY: [Signature]

DATE 10-28-20

ENCUMBRANCE NUMBER: _____

1-25-21
[Signature]
 Reid Raymond

AMENDMENT #2
ROBLING ARCHITECTURE CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
DUBOIS PINEAPPLE PACKING HOUSE RESTORATION
PROJECT NO. 15401

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., hereinafter referred to as "Construction Manager".

WHEREAS, the Owner and Construction Manager acknowledge and agree that the Continuing Contract between Owner and Construction Manager dated 11/17/20 (R2020-1690) (hereinafter the Continuing Contract) is in full force and effect and that this Amendment incorporates all the terms and conditions of the Continuing Contract including Task Order #3, as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #3, Owner assigned Project No. 15401 (the Project) to Construction Manager under the Continuing Contract;

WHEREAS, the parties have negotiated a Guaranteed Maximum Price for the Project, including the Construction Manager's fees calculated in accordance with the terms of the Continuing Contract, whereby the Construction Manager will render construction and warranty services and other services as set forth herein and in the Continuing 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 base 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 Continuing 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 identified, 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 Construction Manager represents that the GMP represents the total cost for complete and functional systems.

3. Guaranteed Maximum Price. Pursuant to Section 2.2 and Article 6 of the Continuing Contract between Owner and Construction Manager, the parties have agreed to a Guaranteed Maximum Price of **\$437,992.00** for the construction phase of the Project. The GMP is based on the following: **Attachment A**. In the event of a conflict between the terms and conditions of the Continuing Contract and the terms and conditions of Construction Manager's GMP proposal, the terms and conditions of the Continuing Contract shall control.

4. Schedule of Time for Completion. The time of completion for this Amendment will be as follows: The Construction Manager shall substantially complete the work within 365 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$80.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. API. The API for this Continuing Contract is 20% SBE subcontracting participation. To date Construction Manager has achieved 28.60% SBE subcontracting participation on this Continuing Contract. Construction Manager will provide 10.93% on this Amendment.

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

- Attachment A - GMP Summary
- Public Construction Bond
- Form of Guarantee
- Insurance Certificate(s)
- EBO Schedules 1 and 2

7. Contract Modifications. The Continuing Contract is modified as follows:

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:

Worker's Compensation and Employer's Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

The following general condition is added to the Contract General Conditions:

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, which provides in part that 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.

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.

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

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

Project Name: Dubois Pineapple Packing House Restoration
Project No. 15401

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:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER

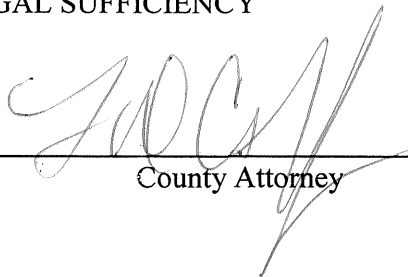
PALM BEACH COUNTY BOARD,
FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

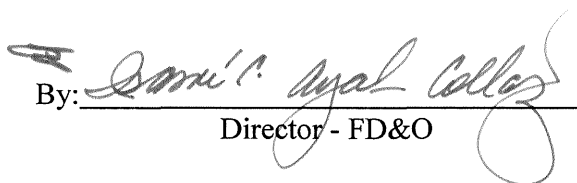
By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO
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

Melissa Nicosia

Name (type or print)

Damon A Robling

Name (type or print)

President

Title

(Corporate Seal)

**ATTACHMENT A
GMP SUMMARY**

ROBLING

**ARCHITECTURE
CONSTRUCTION**

AA-26001115 EB-28211 CGC-1504260

September 25, 2020

Mr. Benjamin Carroll
Palm Beach County
Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411

RE: 15401 Pineapple Packing House Restoration

Ben,

Robling Architecture Construction, Inc. is pleased to provide a Guaranteed Maximum Price (GMP) for Palm Beach County project #15401 Pineapple Packing House Restoration.

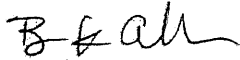
The total proposed cost of the work is **\$437,992.00**, based on the progress plans from Robling Architecture Construction dated 3/30/2020. The project consists of relocating the Pineapple Packing House structure, wood framing repairs, roof replacement and new windows, doors, electrical and HVAC.

Participation from Small Business Enterprises is expected to be **\$47,852.00** or **11%** of the project cost.

Please contact us if you have any questions and we look forward to working with you on a successful project.

Sincerely,

ROBLING ARCHITECTURE CONSTRUCTION, INC.



Brian Allen
Vice-President

Project: 15401 Pineapple House Relocation			
CM Name: Robling Architecture Construction, Inc.			Date: 8/29/2020
Architect: Robling Architecture Construction, Inc.			Drawing Set: Construction Documents 3/30/2020
CSI Division Summary	COST	%	DESCRIPTION
Division 1 General Conditions	\$21,385.00	5.7%	Direct Cost Items necessarily incurred in the Project during the Construction Phase (excluding Insurance and Bonds shown below). See attached detailed breakdown of these reimbursable expenses.
Division 2 Existing Conditions	\$0.00	0.0%	
Division 3 Concrete	\$0.00	0.0%	
Division 4 Masonry	\$0.00	0.0%	
Division 5 Steel	\$0.00	0.0%	
Division 6 Wood, Plastics, Composites	\$350,755.00	94.3%	
Division 7 Thermal & Moisture Protection	\$0.00	0.0%	
Division 8 Windows and Doors	\$0.00	0.0%	
Division 9 Finishes	\$0.00	0.0%	
Division 10 Specialties	\$0.00	0.0%	
Division 11 Equipment	\$0.00	0.0%	
Division 12 Furnishings	\$0.00	0.0%	
Division 13 Special Construction	\$0.00	0.0%	
Division 14 Elevators	\$0.00	0.0%	
Division 21,22,23 Mechanical	\$0.00	0.0%	
Division 26,27,28 Electrical	\$0.00	0.0%	
Division 31,32,33 Site Work	\$0.00	0.0%	
Other:	\$0.00	0.0%	
SUBTOTAL "A"	\$372,140	100.0%	
	COST	% of GMP	DESCRIPTION
Deduct Estimated Sales Tax Recovery	\$0.00	0.0%	Estimated Sales Tax Savings from direct owner purchase items. Entered as a negative value.
SUBTOTAL "B"	\$372,140		Subtotal "B" = Subtotal "A" minus Sales Tax Recovery
Insurance and Bonds			
CM Payment & Performance Bonds	\$4,370.00	1.0%	100% Performance Bond and a 100% Labor and Material Payment Bond each in an amount equal to the total GMP cost, inclusive of the Construction Manager's fees.
General Liability Insurance	\$4,370.00	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	\$3,000.00	0.7%	
SUBTOTAL "C"	\$383,880		Subtotal "C" = Subtotal "B" + Insurance and Bonds
Construction Manager's Fees			
Pre-Construction Phase Fee	\$0	0.0%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Construction Phase Fee	\$17,212	3.9%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Overhead and Profit	\$21,900	5.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
SUBTOTAL "D"	\$422,992		Subtotal "D" = Subtotal "C" + Construction Manager Fees
Construction Contingency	\$15,000	3.4%	
Guaranteed Maximum Price (GMP)	\$437,992		Includes Pre-Construction Phase Fee

December 1, 2020

Palm Beach County Board of
County Commissioners – Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

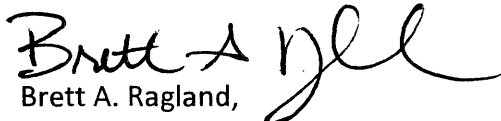
RE: Authority of Date Bonds, Powers of Attorney and Form of Guarantee
Principal: Robling Architecture Construction, Inc.
Project: Project No. 15401 – Pineapple Packing House Restoration
Bond No. 2303765

To Whom It May Concern;

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

The Form of Guarantee may be dated the date of Substantial Completion.

North American Specialty Insurance Company


Brett A. Ragland,
Attorney-In-Fact and Florida
Licensed Resident Agent

PUBLIC CONSTRUCTION BOND

BOND NUMBER 2303765

BOND AMOUNT \$437,992.00

CONTRACT AMOUNT \$437,992.00

CONTRACTOR'S NAME: Robling Architecture Construction, Inc.

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

CONTRACTOR'S PHONE: (561) 649-6705

SURETY COMPANY: North American Specialty Insurance Company

SURETY'S ADDRESS: 1200 Main Street, Suite 800
Kansas City, MO 64105

SURETY'S PHONE: (913) 676-5200

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

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

OWNER'S PHONE: (561) 233-0261

PROJECT NAME Pineapple Packing House Restoration

PROJECT NUMBER: 15401

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Relocating the Pineapple Packing House structure, wood framing repairs,
roof replacement and new windows, doors, electrical and HVAC.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

Dubois Park, 19075 Dubois Road, Jupiter, FL 33477

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

as Obligee, herein called County, for the use and benefit of claimant as hereinbelow defined, in the amount of

Four Hundred Thirty Seven Thousand, Nine Hundred Ninety Two Dollars and No Cents
(\$437,992.00)
(Here insert a sum equal to the Contract Price)

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

WHEREAS,

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

Project Name: Pineapple Packing House Restoration
Project No.: 15401
Project Description: Relocating the Pineapple Packing House structure, wood framing repairs, roof replacement and new windows, doors, electric and HVAC.
Project Location: Dubois Park, 19075 Dubois Road, Jupiter, FL 33477

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Robling Architecture Construction, Inc
LOCATION OF FIRM: 101 Walker Avenue, Greenacres, FL 33463
PHONE: 561-649-6705

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of Pineapple Packing House Restoration, Project No. 15401, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

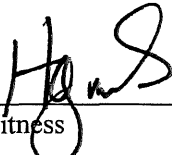
5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

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


7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere. Dated _____, 20__.



Witness

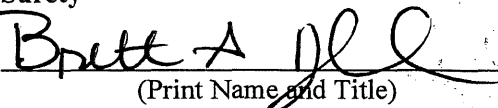
Robling Architecture Construction, Inc.


Principal (Seal)
Damon A Robling, President
(Print Name and Title)



Witness

North American Specialty Insurance Company

Surety (Seal)


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

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

FIRST PAGE MUST BE COMPLETED

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

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 Pineapple Packing House Restoration, Project No. 15401, 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: 
(Contractor Signature)

Damon A Robling, President
(Print Name and Title)

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

By: 
(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 22 day of JANUARY, 20 18.

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

State of Illinois
County of Cook ss:

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

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



M. Kenny, Notary Public

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

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

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



ROBLARC-01

RROLLS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/25/2021

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 CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Diane Traynor PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: Dtraynor@callc.com														
INSURED Robling Architecture Construction, Inc. 101 Walker Avenue Greenacres, FL 33463	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Amerisure Mutual Ins Co</td> <td style="text-align: center;">23396</td> </tr> <tr> <td>INSURER B : Auto-Owners Insurance Company</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER C : United Specialty Insurance Co</td> <td style="text-align: center;">12537</td> </tr> <tr> <td>INSURER D : Arch Specialty Insurance Company</td> <td style="text-align: center;">21199</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Mutual Ins Co	23396	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : United Specialty Insurance Co	12537	INSURER D : Arch Specialty Insurance Company	21199	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Amerisure Mutual Ins Co	23396														
INSURER B : Auto-Owners Insurance Company	18988														
INSURER C : United Specialty Insurance Co	12537														
INSURER D : Arch Specialty Insurance Company	21199														
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X-C-U, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		GL20769240902	5/23/2020	5/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL DED \$ 1,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5232087400	5/23/2020	5/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			BTN2026451	5/23/2020	5/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC205420612	5/23/2020	5/23/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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)
 Palm Beach County, a Political subdivision of the State of Florida, its officers and agents and employees, 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.

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Pineapple House Restoration
 NAME OF PRIME RESPONDENT/BIDDER: Robling Architecture Construction, Inc.
 CONTACT PERSON: Brian Allen
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 15401
 ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
 PHONE NO.: 561-649-6705 E-MAIL: ballen@robling.com
 DEPARTMENT: Capital Improvements Division

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 Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Robling Architecture Construction, Inc. 101 Walker Avenue, Greenacres, FL 33463 T: 561-649-6705 VC0000103416	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$47,852.00	_____
2. Hahner Builders 16151 122 Drive N. , Jupiter 33478 954-275-9901	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$350,755.00
3. Contingency, general conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$39,385.00
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	\$47,852.00	\$390,140.00
Total Bid Price \$ <u>\$437,992.00</u>	Total SBE - M/WBE Participation	<u>\$47,8526</u>	

I hereby certify that the above information is accurate to the best of my knowledge: _____
B Allen Brian Allen Vice President
Signature Title

- 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: 15401

SOLICITATION/PROJECT NAME: Pineapple House Restoration

Prime Contractor: Robling Architecture Construction, Inc. Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): Exp. 6/26/2021

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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
	Construction Management		1 / LS		\$47,852.00
	Total				\$47,852.00

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: \$47,852.00

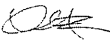
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Robling Architecture Construction, Inc.

Print Name of Prime

By: 
Authorized Signature

Damon A Robling

Print Name


President

Title

Date: 12/07/2020

Robling Architecture Construction, Inc

Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Damon A Robling

Print Name

President

Title

Date: 12/07/2020

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: 15401

SOLICITATION/PROJECT NAME: Pineapple House Restoration

Prime Contractor: Robling Architecture Construction, Inc. 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
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> 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
	General Contracting		1 / LS		\$350,755.00
	Total				\$350,755.00

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: \$350,755.00

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 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Robling Architecture Construction, Inc.

Print Name of Prime

By: *[Signature]*
Authorized Signature

Damon A Robling

Print Name

President

Title

Date: 1/12/2020

Hahner Builders

Print Name of Subcontractor/subconsultant

By: *[Signature]*
Authorized Signature

Craig Hahner

Print Name

President

Title

Date: 1/13/2021

CM AT RISK HISTORY

Construction Manager:	Robling Construction (SBE)	Total:	986,781.00	SBE Goal: 20%
Contract Award Date:	17-Nov-20	Waived:	0.00	
Resolution Number:	R2020-1690	Balance:	986,781.00	
Annual Type:	Construction Manager @ Risk			Monitored By: CID
Expiration Date:	16-Nov-25			
Renewal Options:	No Renewals Remaining			

Task	Work Order	Amend Number	Amount	API Amount Waived	SBE Amount	Requested By	Request Date	Project#	Project Name	Services	Approved	Appr'd By	SBE %
									Annual Contract	Annual Contract			0.00%
		1	\$548,789.00		\$234,408.00	Rocky Roque	5-Nov-20	2020-030413	PBSO Bomb Squad Improvements	GMP Amendment			42.71%
		2	\$437,992.00		\$47,852.00	Ben Carroll	20-Oct-20	15401	Dubois Pineapple Packing House Restoration	GMP for construction services			10.93%
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
													#DIV/0!
						INSERT ABOVE THIS LINE							#DIV/0!
			Total:										28.60%