

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 2, 2021

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 7 to the continuing contract with Robling Architecture Construction, Inc. (R2020-1690) establishing a Guaranteed Maximum Price (GMP) in the amount of \$891,103 for construction management services for the Medical Examiner’s Facility Renovation project, located at 3228 Gun Club Rd in West Palm Beach, for a period of 270 calendar days from notice to proceed.

Summary: On November 17, 2020, the Board of County Commissioners (Board) approved the continuing contract with Robling Architecture Construction, Inc. (Construction Manager) for construction management services for capital projects under \$4,000,000. Amendment No. 7 authorizes the renovation of the Medical Examiner’s office. The interior renovations consist of new carpet, card readers, a more durable floor finish in the morgue, new wall partitions, new workstations, electrical and data, HVAC and plumbing work. The exterior renovations consist of a new roof over the area of the building that houses administrative functions (roughly half of the roof surface). The renovations will provide for mid-term improvements at the facility, assisting the Medical Examiner’s office by providing additional office space for two new forensic investigators. A long-term project for the expansion of the facility is included in the approved capital improvement program starting in FY2025. The Construction Manager will have 270 calendar days from Notice to Proceed to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$350 per day. 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 contract. SBE participation for this amendment is 30.18%. To date, the overall SBE participation for the contract is 56.59%. Robling Architecture Construction, Inc. is not a certified SBE but is a local business. This amendment is funded from the Public Building Improvement fund. **(Capital Improvements Division) District 2 (LDC)**

Background & Justification: Construction Management at Risk 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 renovations will provide for mid-term improvements at the facility, assisting the Medical Examiner’s office by providing additional office space for two new forensic investigators.

Attachments:

1. Location Map
2. Budget Availability Statement
3. GMP Amendment No. 7
4. Robling Architecture Construction, Inc. Contract History

Recommended By: *Carrie L. April Kelly* 10/15/2021
 Department Director Date

Approved By: *J. Baker* 10/20/21
 County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$974,745	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$974,745	_____	_____	_____	_____

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 3804 Dept 411 Unit B650 Object 4907 -\$365,685.96
 Fund 3804 Dept 411 Unit B711 Object 4907 -\$181,984.56
 Fund 3804 Dept 411 Unit B620 Object 4907 -\$300,000.00
 Fund 3804 Dept 411 Unit B576 Object 4907 -\$127,074.30

CONSTRUCTION \$891,103.00
 STAFF COSTS \$ 33,241.82
 CONTINGENCY \$ 50,400.00
 TOTAL \$974,744.82

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

The funding source for this work is from the Public Building Improvement fund.

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 10/7/21
 OFMB *[Initials]* 10/6/21 *[Initials]* 10/7/21

[Signature] 10/13/21
 Contract Development and Control
 10-13 (21) *[Initials]*

B. Legal Sufficiency:
[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

LOCATION MAP

Project No: 19217

Project Name: Medical Examiner's Facility Renovation

Location: 3228 Gun Club Road, West Palm Beach



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/10/2021

REQUESTED BY: Jim Daley

PHONE: 233-4408

PROJECT TITLE: Medical Examiners Office
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$609,000.00

IST PLANNING NO.:

REQUESTED AMOUNT: \$974,744.82

BCC RESOLUTION#:
DATE:9/10/2021

eFDO #:2018-019516

CSA or CHANGE ORDER NUMBER:

LOCATION: 3120 Gun Club Rd WPB

BUILDING NUMBER: 1

DESCRIPTION OF WORK/SERVICE LOCATION: Medical Examiner's office bldg. renovations

PROJECT/W.O. NUMBER: 19217

CONSULTANT/CONTRACTOR: Robling Architecture and Construction
()

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR: New finish on morgue floor, electrical and data upgrades, new roof, Plumbing repairs, office renovation, new LVT flooring, etc.

Table with 2 columns: Category and Amount. Rows include CONSTRUCTION (\$891,103.00), PROFESSIONAL SERVICES (\$), STAFF COSTS* (\$33,241.82), EQUIP. / SUPPLIES (\$), CONTINGENCY (\$50,400.00), and TOTAL (\$974,744.82).

Handwritten notes: 3804-411-B650-4907 \$365,685.96; 3804-411-B711-4907 \$181,984.56; 3804-411-B620-4907 \$300,000.00; 3804-411-B576-4907 \$127,074.30 (STAFF)

* 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:
See above

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

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

Department: FD+O

BAS APPROVED BY: [Signature]

DATE 9/13/2021

ENCUMBRANCE NUMBER:

AMENDMENT #7
ROBLING ARCHITECTURE CONSTRUCTION, INC.
TO CONTRACT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
ON A CONTINUING CONTRACT BASIS
MEDICAL EXAMINERS FACILITY RENOVATION
PROJECT NO. 19217

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 #1, as may be supplemented and amended by this Amendment.

WHEREAS, under Task Order #1, Owner assigned Project No. 19217 (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 \$891,103.00 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 270 calendar days from the Notice to Proceed from Owner. Liquidated Damages are \$350.00/day for failure to achieve certification of substantial completion within the contract time or approved extension thereof.

5. Mandatory Subcontracting Goal. The County's Goal Setting Committee has established a mandatory minimum subcontracting goal for this Continuing Contract as follows:

The SBE subcontracting goal for this Continuing Contract is a mandatory minimum of 20% participation on the construction subcontracts during the construction phase of projects.

To date on this Continuing Contract, Construction Manager has achieved: 56.59%

On this Amendment, Construction Manager will provide: 30.18%

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:

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

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, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's trade contractors and subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021 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: Medical Examiners Facility Renovation
Project No. 19217

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 &
COMPTROLLER

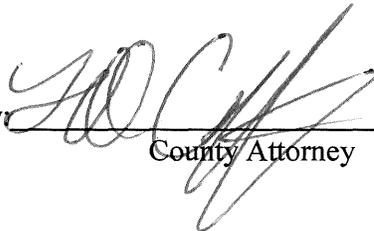
PALM BEACH COUNTY, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

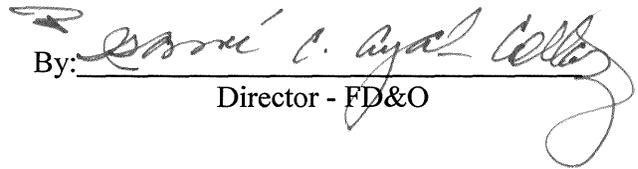
By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

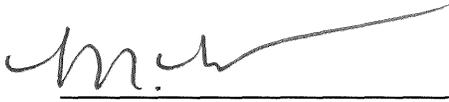
APPROVED AS TO TERMS
AND CONDITIONS

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**

EXHIBIT "A"

Guaranteed Maximum Price

Project: 19217 PBC Medical Examiner Facility Renovation

CM Name: Robling Architecture Construction, Inc.

Date: 07/23/2021

Architect: Colome' & Associates, Inc.

Drawings Dated: 12.17.2020, Rev 1-04.07.2021, and RFI's thru #18

CSI Division Summary	COST	%	DESCRIPTION
Division 1 General Conditions	\$41,990	6.5%	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	\$25,400	3.9%	
Division 3 Concrete	\$10,000	1.5%	
Division 4 Masonry	\$0	0.0%	
Division 5 Steel	\$0	0.0%	
Division 6 Wood, Plastics, Composites	\$29,319	4.5%	
Division 7 Thermal & Moisture Protection	\$147,375	22.8%	
Division 8 Windows and Doors	\$48,170	7.5%	
Division 9 Finishes	\$156,192	24.2%	
Division 10 Specialties	\$32,738	5.1%	
Division 11 Equipment	\$0	0.0%	
Division 12 Furnishings	\$0	0.0%	
Division 13 Special Construction	\$0	0.0%	
Division 14 Elevators	\$0	0.0%	
Division 21,22,23 Mechanical	\$48,728	7.8%	
Division 26,27,28 Electrical	\$101,330	15.7%	
Division 31,32,33 Site Work	\$3,980	0.6%	
Other	\$0	0.0%	
SUBTOTAL "A"	\$645,222		See Attachment 1 - Cost Summary
	COST	% of GMP	DESCRIPTION
SUBTOTAL "B"	\$645,222		Subtotal "B" = Subtotal "A" minus Sales Tax Recovery
Insurance and Bonds			
CM Payment & Performance Bonds	\$8,900	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	\$8,900	1.0%	Construction Manager's casualty insurance is set at a fixed rate of the total GMP cost, inclusive of the Construction Manager's fees.
Builders Risk Insurance	\$0	0.0%	
SUBTOTAL "C"	\$663,022		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	\$147,882	16.6%	Guaranteed Maximum Construction Manager Staffing Costs. See attached breakdown.
Overhead and Profit	\$44,555	5.0%	Overhead and Profit as a Fixed Percentage of the total GMP Cost.
SUBTOTAL "D"	\$855,459		Subtotal "D" = Subtotal "C" + Construction Manager Fees
Construction Contingency	\$35,644	4.0%	
GMP Total	\$891,103		

INSURANCE/SURETY BONDS
JOHNSON
& COMPANY

September 3, 2021

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

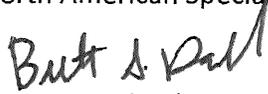
RE: Authority of Date Bonds, Powers of Attorney and Form of Guarantee
Principal: Robling Architecture Construction, Inc.
Project: Project No. 19217 – PBC Medical Examiner Facility Renovation
Bond No. 2303784

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 2303784

BOND AMOUNT \$891,103.00

CONTRACT AMOUNT \$891,103.00

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: PBC Medical Examiner Facility Renovation

PROJECT NUMBER: 19217

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

DESCRIPTION OF WORK: Select interior demolition, build out of interior

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____
3126 Gun Club Road, West Palm Beach FL 33406

PCN #00-43-44-06-00-000-1050

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

Dollars (\$ 891,103.00)

(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: PBC Medical Examiner Facility Renovation
Project No.: 19217
Project Description: Select interior demolition and build out
Project Location: 3126 Gun Club Road, West Palm Beach FL 33406

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: Colome and Associates, Inc
LOCATION OF FIRM: 530 24th Street West Palm Beach, FL 33407
PHONE: 561-833-9147

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 PBC Medical Examiner Facility Renovation, 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.

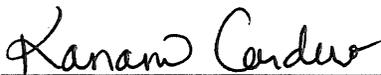
7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions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

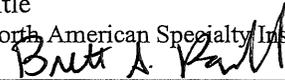


Witness

Robling Architecture Construction, Inc


Principal (Seal)

Damon A Robling, President

Title
North American Specialty Insurance Company


Surety (Seal)

Brett A. Ragland, Attorney-in-Fact & FL Licensed Resident Agent
Title Inquiries: 407-843-1120

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.

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, FRANCIS T. O'REARDON, and TYLER RAGLAND

JOINTLY OR SEVERALLY

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

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

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

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

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



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

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



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

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

State of Illinois
County of Cook ss:

On this 4TH day of DECEMBER, 20 20, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
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__.

[Signature]

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

FORM OF GUARANTEE

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

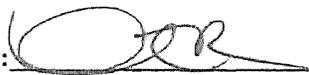
We the undersigned hereby guarantee that the (PROJECT NAME AND NUMBER) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. 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)

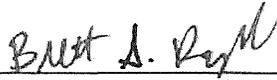
SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

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)



ADDITIONAL REMARKS SCHEDULE

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

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: PBC Medical Examiner Facility Renovations
 NAME OF PRIME RESPONDENT/BIDDER: Robling Architecture Construction, Inc.
 CONTACT PERSON: Allison Kavanaugh
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 19217
 ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
 PHONE NO.: 561-649-6705 E-MAIL: allison@robling.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. Robling Architecture Construction, Inc. 101 Walker Ave, Greenacres, FL 33463 T: 561.649.6705 V# VC0000103416	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$210,237.00
2. G&F Equipment Rental, Inc. 680 West Prospect Road Fort Lauderdale, FL 33309 T: 954.566.7268 V# VS0000014574	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$22,600.00
3. KMI International, Inc. 2501 Park St. Lake Worth, FL 33460 T: 561.723.9387 V# KMI0001	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$8,719.00	_____	_____	_____
4. Atlantic Doors & Hardware 4601 10th Avenue N Lake Worth, FL 33463 T: 561.968.2228 V# ATLA0103	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$31,670.00
5. Interior Concepts, Inc. 4133 Burns Road Palm Beach Gardens, FL 33410 T: 561.904.6005 V# VS0000014652	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$32,458.00

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____

Total SBE - M/WBE Participation _____

SEE TOTALS ON LAST PAGE

SEE TOTALS ON LAST PAGE

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

Signature

Title

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SOLICITATION/PROJECT/BID No.: 19217
ADDRESS: 101 Walker Avenue, Greenacres, FL 33463
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	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
		Minority/Women Business	Small Business					
1. Acousti, Engineering 1530 53rd St. West Palm Beach, FL 33407 T: 561.863.2441 V# ACOU0001	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$3,365.00
2. Advanced Painting Contractors 7369 Westport Place West Palm Beach, FL 33413 T: 561.845.0123 V# VC0000116557	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$10,785.00
3. Brian's Carpet & Commercial Flooring, Inc. 5401 N Haverhill Road Ste 113 West Palm Beach, FL 33407 T: 561.242.9500 V# BRIA0010	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$25,296.00	_____	_____
4. Stonhard, Division of StonCor Group, Inc. 1000 East Park Ave. Maple Shade, OH 08052 T: 800.854.0310 V# STON0014	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$23,965.00
5. Hi-Tech Roofing & Sheetmetal 2266 4th Avenue North Lake Worth 33461 561-586-3110 VC0000008741	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$147,375.00	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____

Total SBE - M/WBE Participation _____

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	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other
		Minority/Women Business	Small Business					(Please Specify)
1. Hufcor, Inc. 1301 Central Park Dr. Sanford, FL 32771 T: 407.302.2286 V# VS0000005715	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$12,500.00
2. Mardale Specialties Direct, Inc. 3701 NE 5th Ave. Ft. Lauderdale, FL 33334 T: 954.510.7700 VS # MARD0007	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$15,138.00
3. Bryon Scholz Plumbing, Inc. 149 Swain Blvd. Greenacres, FL 33463 T: 561.588.8689 V# VS0000013080	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$34,700.00
4. The Airtex Corp. 1450 B Skees Road West Palm Beach, FL 33411 T: 561.683.3446 VC0000106536	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$8,760.00	_____
5. Godfrey Electric 122 Omar Road West Palm Beach, FL 33405 T: 561.833.3735 VC0000115055	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$73,293.00	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____
 SEE TOTALS ON LAST PAGE

Total SBE - M/WBE Participation _____
 SEE TOTALS ON LAST PAGE

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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. Security101 1520 N Powerline Rd Pompano Beach, FL 33069 T: 888.909.4101 V# VC0000112118	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$18,518.55
2. Protect Video, Inc. 3483 High Ridge Road Boynton Beach, FL 33426 T: 561.622.5880 V# VC0000004897	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$5,500.00	_____	_____
3. General Conditions, Contingency, Allowances, Unpurchased Scopes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$206,223.45
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	\$8,719.00	\$30,796.00	\$229,428.00	\$622,160.00

Total Bid Price \$ \$891,103.00

Total SBE - M/WBE Participation \$268,943.00 / 30%

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

B. E. Allen

Signature

Vice President

Title

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