

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

Meeting Date: June 7, 2011

Consent     Regular  
 Workshop     Public Hearing

Department: **Facilities Development and Operations**

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: Change Order No. 4 to the contract with Southeast Drilling Services, Inc. (R2010-1019) in the amount of \$498,017 for the construction of the second irrigation recharge well at the South County Regional Park Osprey Point Golf Course.

**Summary:** Change Order No. 4 provides for construction of a second recharge well, distribution pipe, associated electrical service, and control systems. Southeast Drilling Services, Inc. was awarded the construction of the initial recharge well on June 29, 2010. As part of the bid, an alternate was requested for the second recharge well. However, the pricing for the second well exceeded the funds available at the time, and it was decided to obtain some operational history on the watering requirements for the new type of sod being installed. Parks has determined that the second well will be required as allowed by the permit in order to maintain the golf course and has the funds remaining from the previously authorized construction budget. Southeast Drilling Services, Inc. has agreed to hold the pricing from their original bid and construct the well at this time. The recharge well and pump will operate by withdrawing water from the well and pumping it into the lake drainage system in order to replace the water withdrawn by the golf course and common area irrigation pumps. This recharge measure is required as part of the South Florida Water Management District (SFWMD) Water Use permit re-issued in July, 2009. The funding for this change order is coming from Parks Impact Fees - Zone 3. The Small Business Enterprise (SBE) goal for this project is 15%. This change order includes 29.7% SBE participation. The contract time is 180 calendar days to substantial completion. Southeast Drilling Services, Inc. is a Palm Beach County company. **(Capital Improvements Division) District 5 (JM)**

**Background and Justification:** Upon issuance of the revised water use permit in July, 2009, the County re-initiated construction on the golf course and, in order to meet the requirements of the water use permit, planned the construction of two recharge wells to compensate for irrigation water utilized throughout the Parcel "A". Bids for the improvements were opened on April 14, 2010, with Southeast Drilling Services, Inc., being the lowest responsive bidder for the Base Bid. An alternate for a second recharge well was not accepted as the price exceeded the budget for the project and Parks Department wanted to obtain some operational history on the irrigation requirements for the new golf course. Funding is now available and the second recharge well is needed to supplement the recharge capacity of the golf course and common area irrigation system.

The proposed improvements are part of the ongoing development of the South County Regional Park Parcel "A" to meet the public need for recreational services. An amphitheater, perimeter road, clubhouse and golf course support facilities were constructed under a separate contract. The golf course was completed in October, 2010, and is open to the public.

**Attachments:**

1. Location Map
2. Budget Availability Statement
3. Change Order No. 4

Recommended by: *Jac Amy Wolf* Department Director      5/16/11 Date

Approved by: *U Baker* County Administrator      6/1/11 Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$ <u>533,017</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	\$ <u>533,017</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  No   
 Budget Account No: Fund 3603 Dept 581 Unit P462 Object 6504 \$125,000  
 Reporting Category \_\_\_\_\_

Is Item Included in Current Budget? Yes  No   
 Budget Account No: Fund 3603 Dept 581 Unit P645 Object 6504 \$408,017  
 Reporting Category \_\_\_\_\_

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

Funding for these services is from Park Impact Fees Zone 3.

Professional Services	\$498,017
Staff Charges	\$ <u>35,000</u>
Total	\$533,017



C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS:

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

*[Handwritten signatures and dates]*  
 OFMB  
 5/20/11  
 5/24/11  
 5/27/11

*[Handwritten signature]* 5/27/11  
 Contract Administrator

**This item complies with current County policies.**

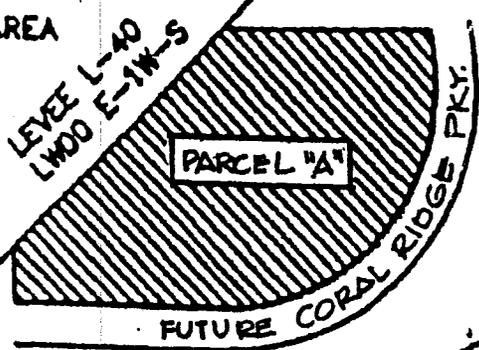
### B. Legal Sufficiency:

*[Handwritten signature]* 5/27/11  
 Assistant County Attorney

### C. Other Department Review:

*[Handwritten signature]*  
 Eric Call, Department Director

CONSERVATION AREA  
NO. 1



GLADES RD

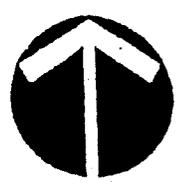
UNIVERSITY DR.

US 441 (SR 7)

W. PALMETTO PARK RD.

PALM BEACH COUNTY  
BROWARD COUNTY

# LOCATION MAP



ATTACHMENT # 1

**FACILITIES DEVELOPMENT & OPERATIONS  
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 05/03/11    REQUESTED BY: John Chesher    PHONE: 233-0266  
FAX: 233-0270

PROJECT TITLE:    South County Regional Park Parcel "A"  
Recharge Wells    PROJECT NO.: 09211

ORIGINAL CONTRACT AMOUNT: \$410,940.00    BCC RESOLUTION#: R2010-1019  
DATE:

REQUESTED AMOUNT:    \$498,017

CSA or CHANGE ORDER NUMBER: CO #4

CONSULTANT/CONTRACTOR: Southeast Drilling Services, Inc.

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

Change Order #4: Addition of 14" recharge well (Well No. 2), 40 Hp pump, stainless steel screen with gravel pack and fill/test tube for the pump in accordance with Field Bulletin No. 2, 5800 lf of distribution pipe, associated electric service and control system including all labor, materials, equipment and supplies, excavation, conduit, wires, pull boxes, panels & circuits, trenching, and backfilling necessary to construct the well, pump and piping as described in the drawings and specifications.

CONSTRUCTION	<u>\$498,017</u>
PROFESSIONAL SERVICES	
STAFF COSTS** (Design/Construction Phase)	<u>\$ 35,000</u>
MISC. (permits, prints, advertising)	
<b>TOTAL</b>	<b>\$533,017</b>

\*\* This is an estimate of staff charges. Actual(s) will be billed at the end of each fiscal year.

**BUDGET ACCOUNT NUMBER (IF KNOWN)**

FUND: <sup>3603</sup>3603    DEPT: 581    UNIT: <sup>P462</sup>P645    OBJ: <sup>6504</sup>6504    125,000  
408,017

FUNDING SOURCE (CHECK ALL THAT APPLY):     AD VALOREM     OTHER  
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE?     YES     NO

BAS APPROVED BY: [Signature]    DATE: 5-4-11

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

FUNDING SOURCE(S)	
<input type="checkbox"/>	Bond
<input checked="" type="checkbox"/>	Impact Fees
<input type="checkbox"/>	Park Improvement Fund
<input type="checkbox"/>	Ad Valorem
<input type="checkbox"/>	Other

BAS APPROVAL	
<input type="checkbox"/>	FULLY FUNDED WITHIN CURRENT BUDGET _____
	*BGEX 581 050511*1476
<input checked="" type="checkbox"/>	FULLY FUNDED PENDING BUDGET TRANSFER *ck

**CHANGE ORDER BRIEF**  
**South County Regional Park Recharge Wells**  
**Project No 09211**  
**Date: May 9, 2011**

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Prime Contractor ..... Southeast Drilling Services, Inc.

Change Order No. .... 4

Change Order Amount .....\$498,017.00

Changed Contract Time .....0 calendar days

Description of CCP's:

Addition of 14" recharge well (Well No. 2), 40 Hp pump, 5800 lf of distribution pipe, associated electrical service and control system including labor, materials, equipment and supplies, excavation, conduit, wires, pull boxes, panels & circuits, trenching and backfilling necessary to construct the well, pump and piping as described in the drawings and specifications.

Explanation and Reason-for-Change Code:

O – Funding is now available for the second recharge well which is needed to supplement the recharge capacity of the golf course and common area irrigation system.

Reason-for-change codes

D = Differing Site Conditions

E = Errors/Omissions in Design

O = Owner-Initiated

Q = Quantity Adjustments

R = Request by another Agency/Outside Party

X = Other (Specify: )

Z = Zoning/Code/Ordinance Change

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

SUBMITTED:



Karen Arndt, Project Manager  
Capital Improvements Division

5/9/11  
Date

H:\South Cty Reg Park\Change Order Brief recharge well.docx

**ATTACHMENT #3**



**PALM BEACH COUNTY**

**CHANGE ORDER**

ISSUED TO: Southeast Drilling Services, Inc. 119 Lucina Drive Hypoluxo, Florida 33462	CHANGE ORDER NO.: 04
PROJECT: South County Regional Park Recharge Wells	REFERENCE CCP NO. NA
PROJECT NO. 09211	RESOLUTION NO.: R2010-1019
	DISTRICT NO.: 5

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

DESCRIPTION OF CHANGE:

Addition of 14" recharge well (Well No. 2), 40 Hp pump, 5800 lf of distribution pipe, associated electric service and control system including all labor, materials, equipment and supplies, excavation, conduit, wires, pull boxes, panels & circuits, trenching, and backfilling necessary to construct the well, pump and piping as described in the drawings and specifications.

Work to be completed within 180 days from NTP.

CONTRACT PRICE	COMPLETION DATE
Original Contract Price: \$410,940.00	Contract Completion Date will be increased by <u>TBD</u> days calendar days.
Previous CO # <u>1</u> through <u>3</u> : \$62,136.00	Contract Notice to Proceed Date: <u>TBD</u>
This Change Order No. <u>4</u> : \$498,017.00	Contract Substantial Completion Date: <u>TBD</u>
ADJUSTED Contract Price: \$971,093.00	ADJUSTED Substantial Completion Date: <u>TBD</u>

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

Southeast Drilling Services, Inc.  
Contractor

By: [Signature]  
Title: Pres. Date: 5/3/11

**DESIGN PROFESSIONAL**  
The above changes are recommended for approval by the Owner:

Miller Legg & Associates  
Design Professional

By: [Signature]  
Title: Pres. mgr. Date: 5/5/11

**PALM BEACH COUNTY**  
Recommended By:

By: [Signature]  
Title: Project Manager Date: 5/4/11

By: [Signature]  
Title: Director - CID Date: 5/10/11

By: [Signature]  
Title: Director, FD&O Date: 5/16/11

By: \_\_\_\_\_  
Legal Sufficiency - CAO Date: \_\_\_\_\_

Approved By:

By: \_\_\_\_\_  
Karen T. Marcus  
Title: Chair, BCC Date: \_\_\_\_\_

BID FORM

PALM BEACH COUNTY PROJECT NO. PBC 09211

DATE: April 2, 2010

To: Palm Beach County Board of County Commissioners  
Facilities Development and Operations  
Capital Improvements Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5604

From: Southeast Drilling Services, Inc.  
119 Lucina Dr.  
Hypoluxo, FL 33462

1.1 Having carefully examined the Bid Documents and Drawings entitled **SOUTH COUNTY REGIONAL PARK "A" - RECHARGE WELLS, PROJECT NO. 09211** as well as the premises and conditions affecting the work, and confirming that the site was visited, as required, by

W. B. Ziegler on 03/17/2010  
(Name of Person) (Date)

the undersigned hereby declares that no person or persons, firm or corporation, other than the undersigned, are interested in this proposal as principals, and that this proposal is made without collusion with any person, firm, or corporation, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed work and the source of supply of materials, and we hereby agree to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations within the time limit specified in this proposal for the following lump sum (fixed price) Base Bid.

Base Bid Price: Four Hundred Ten Thousand Nine Hundred Eighty  
(written out) (\$ 410,940<sup>00</sup>)  
(written out) (numeric)

which sum is hereinafter referred to as the "Base Bid". The Base Bid scope consists of a 14" recharge well (Well No. 1), 25 Hp pump, 350 lf of distribution pipe, and associated electrical service and control system, and a stilling well and pump.

Add: Alternate No. 1 (Well No. 2):

14" recharge well with 40 Hp pump and piping \$ 498,017  
(numeric)

Four Hundred Ninety Eight Thousand Seventeen  
(written out)

Addition of a 14" recharge well (Well No. 2), 40 Hp pump, 5800 lf of distribution pipe, associated electric service and control system including all labor, materials, equipment and supplies, excavation, conduit, wires, pull boxes, panels & circuits, trenching, and backfilling necessary to construct the well, pump and piping as described in the drawings and specifications as an alternate.

Total Bid Price (Base Bid + Alternate No. 1)

Nine Hundred Eight Thousand Nine Hundred Fifty Six  
(written out)

(written out) (\$ 908,956<sup>00</sup>)  
(numeric)

1.2 Undersigned acknowledges that failure to comply with the conditions, specifications, or terms of this contract, or failure to timely and responsibly correct such non-compliance, will result in referral of the matter to the Director of Purchasing for consideration of suspension or debarment in accordance with the provisions of Palm Beach County Code Section 2-54(e).

1.3 The undersigned acknowledges that it has included with its Bid the required Bid Security for not less than five percent (5%) of the Total Bid Price.

1.4 The Bidder shall be bound by the terms of its Bid Proposal for a period of one hundred twenty (120) calendar days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120 day period, then the Bidder will be bound by the Bid Proposal as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120 day period, the successful bidder will not be required to honor its Bid Proposal unless otherwise agreed to by both parties. County anticipates, but does not guarantee the award of bid and written notice to proceed within ninety (90) calendar days of Notification from Owner, absent the filing of a timely bid protest.

1.5 The County's established goal for SBE participation for this solicitation, inclusive of all alternates and change orders, is 15%. This goal is a minimum and no rounding will be accepted.

1.6 It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum # 1 dated 3/12/10 Addendum# 3 dated 7/9/10  
Addendum # 2 dated 3/26/10 Addendum# \_\_\_\_\_ dated \_\_\_\_\_

1.7 Time is of the essence. The undersigned Bidder agrees that, if awarded the Contract hereunder, it shall commence the work to be performed under the Contract on the date set by the County in its written notice to proceed, continuing the work with diligence and shall Substantially Complete all work under this contract in not more than **90** calendar days if only the Base Bid is awarded and not more than **150** calendar days if both the Base Bid & Alternate Bid are awarded. Final completion shall be within 30 days of Substantial Completion. The undersigned agrees that, if awarded the Contract, it will complete said separable portions of work in accordance with such date. Substantial Completion is defined in the General Conditions.

1.7.1 Should the Contractor (or in the event of a default, its Surety) fail to achieve certification of Substantial Completion by the Contractual end date, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day beyond the Contractual end date, until certification of Substantial Completion and acceptance has been given by the County. The Liquidated Damages rate is **\$250.00** per day through the date of certification of Substantial Completion.

Should the Contractor (or in the event of a default, his Surety) fail to achieve Final Completion within thirty days from the date of Substantial Completion, the County will suffer damages, the amount of which is difficult if not impossible to ascertain, and the County shall be entitled to Liquidated Damages as specified for each calendar day greater than thirty beyond the date certified for Substantial Completion. The Liquidated Damages rate is **\$100.00** per day.

Liquidated Damages due the County may be deducted from payments due the Contractor, or may be collected directly from the Contractor or his surety or sureties. The liability of the Contractor and its Surety or Sureties for delay damages shall be joint and several. These provisions for liquidated damages shall not prevent the County, in case of the Contractors default, from terminating the right of the Contractor to proceed as provided in General Conditions.

1.8 The Construction Incentive Program provisions of the General Condition 77 **are not** in effect for this Contract.

1.9 The Early Completion Incentive is **not** in effect for this Contract.

1.10 If the undersigned is notified of the acceptance of this bid, the Bidder agrees to execute within fourteen (14) calendar days, a Contract for the above work, complete with all required insurance certificates, bond forms, and Living Wage Certification. The undersigned further agrees to furnish a sufficient and satisfactory contract bond on the form herein provided, in the sum of not less than 100% of the contract price of the work as indicated by the contract prices shown herein.

1.11 / Statement of Participation in Contracts Subject to Nondiscrimination Clause:  
The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has (X) has not ( ) participated in a previous contract subject to the nondiscrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has (X) has not ( ) submitted all compliance reports in connection with any such contract, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated previously in a contract subject to the nondiscrimination clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to the award of the Contract.

1.12 The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work and the Agreement therefore, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

1.13 The undersigned does hereby declare that it shall and each subcontractor shall pay each employee a living wage as provided for in the Palm Beach County Living Wage Ordinance.

1.14 ENCLOSURES:

- ATTACHMENT #1 BID BOND
- ATTACHMENT #2 SMALL BUSINESS ENTERPRISE SCHEDULES
- ATTACHMENT #3 LIST OF SUBCONTRACTORS
- ATTACHMENT #4 TRENCH SAFETY AFFIDAVIT
- ATTACHMENT #5 CERTIFICATION OF BUSINESS LOCATION
- ATTACHMENT #5a CERTIFICATION OF BUSINESS LOCATION - GLADES  
SUBCONTRACTOR

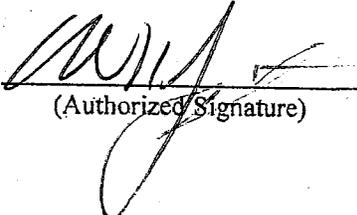
Respectfully Submitted,

Southeast Drilling Services, Inc.  
(Name of Bidding Firm)

119 Lucina Dr, Hypoluxo, FL 33462

(813) 968-7277 / (561) 493-9832  
(Address & Phone Bidding Firm)

sed@southeastdrilling.net  
(E-Mail Address)

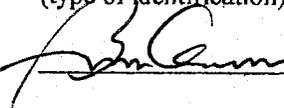
By:   
(Authorized Signature)

President  
(Title)  
State of Florida

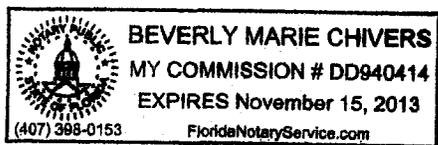
County of Pasco

Subscribed and Sworn to (or affirmed) before me  
on 4/2/2010 (date) by W.B. Ziegler  
(name).

He She is personally known to me or has  
presented personally known  
(type of identification) as identification.



Notary Public Signature and Seal  
Print Notary Name and Commission Number



Above Bidder is:

Corporation      ( ) Partnership/Joint Venture      ( ) Sole Proprietorship

CONTRACTOR DATA:

Bidder's License or Certificate  
Number (as applicable): 9078

Contractor's Federal Tax No: 59-3252801

SCHEDULE 1

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS  
CHANGE ORDER WORK

PROJECT NAME: South County Regional Park Recharge Wells PROJECT NO. 09211  
 NAME OF GENERAL CONTRACTOR: Southeast Drilling Svcs CONTACT PERSON: W.B. Ziegler PHONE NO: 561/493-9832  
 CCP #: NA

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Southeast Drilling 119 Lucina Dr 561/493-9832	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$ 148,000.00	\$
2.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
3.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
4.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
5.	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
(Please use additional sheets if necessary)			Total \$	\$	\$	\$ 148,000.00	\$

Change Order Price \$ 498,017.00 Total Value of SBE Participation \$ 148,000.00 MWBE Participation \$ \_\_\_\_\_

SCHEDULE # 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

PROJECT NO. OR BID NO.: 09211 PROJECT NAME OR BID NAME: PBC S Park Recharge Wells

TO: Southeast Drilling Service, Inc. (Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise X Minority Business Enterprise

Black Hispanic Women Caucasian Other (Please Specify)

Date of Palm Beach County Certification: 11/20/10

The undersigned is prepared to perform the following described work in connection with the above project (Specify in detail, particular work items or parts thereof to be performed):

Additional Sheets May Be Used As Necessary

Table with 5 columns: Line Item/Lot No., Item Description, Qty/Units, Unit Price, Total Price. Row 1: 1, Well Construction, 1, \$148,000.00, \$148,000.00

at the following price/percent \$ 148,000.00

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

Southeast Drilling Services, Inc. (Print name of SBE-M/WBE Subcontractor)

By: [Signature] (Signature)

W. B. Ziegler, P.E. (Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 5/3/11

**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number 929452620 effective May 10, 2010  
issued by the Western Surety Company  
in the amount of \$410,940.00 Four hundred ten thousand, nine hundred forty thousand and 00/xx DOLLARS,  
on behalf of Southeast Drilling Services, Inc.  
as Principal and in favor of Palm Beach County  
as Obligee:

Now, Therefore, it is agreed that:

Bond Limit is increased from \$410,940.00 to \$971,093.00 to reflect the changes on change order No. 4.

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

This rider is to be effective the 10th day of May, 2010.

Signed, sealed and dated this 4th day of May, 2011.

w. Ziegler  
By: [Signature] (Principal)

Western Surety Company (Surety)  
By: Jennifer A. Fava Attorney-in-Fact

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Michael Wayne Rogers, Sharon Elaine Taylor, Jennifer A Fava, Individually**

of Temple Terrace, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 22nd day of January, 2010.



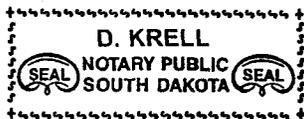
WESTERN SURETY COMPANY

Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of January, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
November 30, 2012



D. Krell  
D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of May, 2011.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/04/2011

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 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).

DUCCER Phone: (813) 988-1234 Fax: (813) 988-0989

**SOCIATES AGENCY, INC.**  
**SOCIATES AGENCY, INC.**  
 BOX 16190  
 170 N. 53RD ST. TEMPLE TERRACE FL 33687

Agency Lic#: R001766

**THE SOUTHEAST DRILLING SERVICES INC.**  
 P.O. BOX 2764  
 FT. MITZ FL 33548

CONTACT NAME: <b>Tracy</b>	
PHONE (A/C, No, Ext): <b>(813) 988-1234</b>	FAX (A/C, No): <b>(813) 988-0989</b>
E-MAIL ADDRESS: <b>tracy@associatesins.com</b>	
PRODUCER CUSTOMER ID: <b>1956</b>	
INSURER(S) AFFORDING COVERAGE	
INSURER A: <b>OWNERS INSURANCE CO</b>	NAIC #: <b>32700</b>
INSURER B: <b>AUTO OWNERS INSURANCE CO.</b>	<b>18988</b>
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 221860 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.

TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<b>20709632</b>	<b>07/01/10</b>	<b>07/01/11</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED. EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>1,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			<b>4142994900</b>	<b>07/01/10</b>	<b>07/01/11</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			<b>4346231701</b>	<b>07/01/10</b>	<b>07/01/11</b>	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	<b>20640738</b>	<b>07/01/10</b>	<b>07/01/11</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE-EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE-POLICY LIMIT \$ <b>500,000</b>
<b>INLAND MARINE-CONTRACTORS EQUIPMENT</b>			<b>20709632</b>	<b>07/01/10</b>	<b>07/01/11</b>	<b>RENTED/LEASED EQUIPMENT- \$100,000 LIMIT \$1,000 DEDUCTIBLE</b>

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

Project name: **Palm Beach County South County Regional Park-Recharge Well Project No. 09211**

the Board of County Commissioners, Palm Beach County, Florida, (a political subdivision of the State of Florida) are additional insureds under the terms of this policy. The Engineer, its officers, agents and employees are additional insureds under the terms of this policy.

**CERTIFICATE HOLDER**

**Palm Beach County**  
 2633 Vista Parkway  
 West Palm Beach, Fl 33411

Attention:

**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

*[Signature]*  
 Associates Agency, Inc.