

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

Meeting Date:	October 18, 2011	Consent [X]	Regular []
		Public Hearing []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

I. EXECUTIVE BRIEF


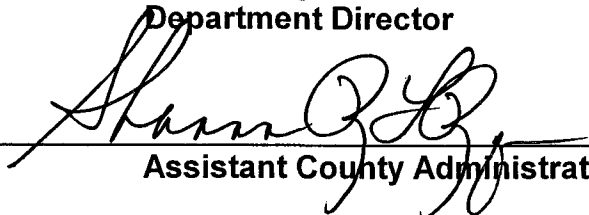
Motion and Title: Staff recommends motion to approve: Work Authorization No. 1 to the Annual Asphalt Milling & Resurfacing Contract, Palm Beach County Project No. 2011051 with Community Asphalt Corporation (R2010-1216) for the milling and resurfacing of asphalt roadways in the amount of \$398,280.75 associated with the project limits of the South County Water Services Replacement Project – Phase I.

Summary: On August 17, 2010, the Board of County Commissioners approved the County Engineering Annual Asphalt Milling & Resurfacing Contract Project No. 2011051 with Community Asphalt Corporation (R2010-1216). This Work Authorization No.1 for Water Utilities Department (WUD) provides for the milling and resurfacing of asphalt roadways associated with the project limits of the South County Water Services Replacement Project – Phase I located in the Palmetto Pines Residential Area in southwest Boca Raton (west of State Road 7 and just south of Palmetto Park Road). The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The contract with Community Asphalt Corporation provides for SBE participation of 15% overall. This Authorization includes 15.2% overall participation. The cumulative SBE participation, including this Authorization, is 15.2% overall. Community Asphalt Corporation, Inc. is a local Palm Beach County Company. (WUD Project No. 06-175) District 5 (MJ)

Background and Justification: The Palm Beach County Water Utilities Department (WUD) serves potable water to the Palmetto Pines Residential Area in southwest Boca Raton. The existing water service lines to the individual residences are over 30 years old and are currently failing or leaking, thus causing interruption of service to customers. Under the Scope of Work for the South County Water Services Replacement Project – Phase I the water service lines will be replaced, requiring the open-cut of County asphalt roadways. Due to the frequency of the open-cuts Palm Beach County Land Development permit requirements necessitates the entire milling and resurfacing of all impacted County roadways within the Project limits.

Attachments:

1. Location Map
2. Two (2) Original Work Authorizations No. 1

Recommended By:		9/9/11	
	Department Director	Date	
Approved By:		9/24/11	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$398,280.75</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>
CCRT Funds	<u>0</u>				
NET FISCAL IMPACT	<u>\$398,280.75</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes **X** No

Reporting Category N/A

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

One (1) time operating expenditure from the user fees and balance brought forward.

C. Department Fiscal Review: 12/26

III. REVIEW COMMENTS

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

OFMB

Dr. J. Jacoby 9/27/11
Contract Development and Control
9-201 B. Wheeler

B. Legal Sufficiency:

James C. May Jr. 9/23/11
Assistant County Attorney

C. Other Department Review:

Department Director

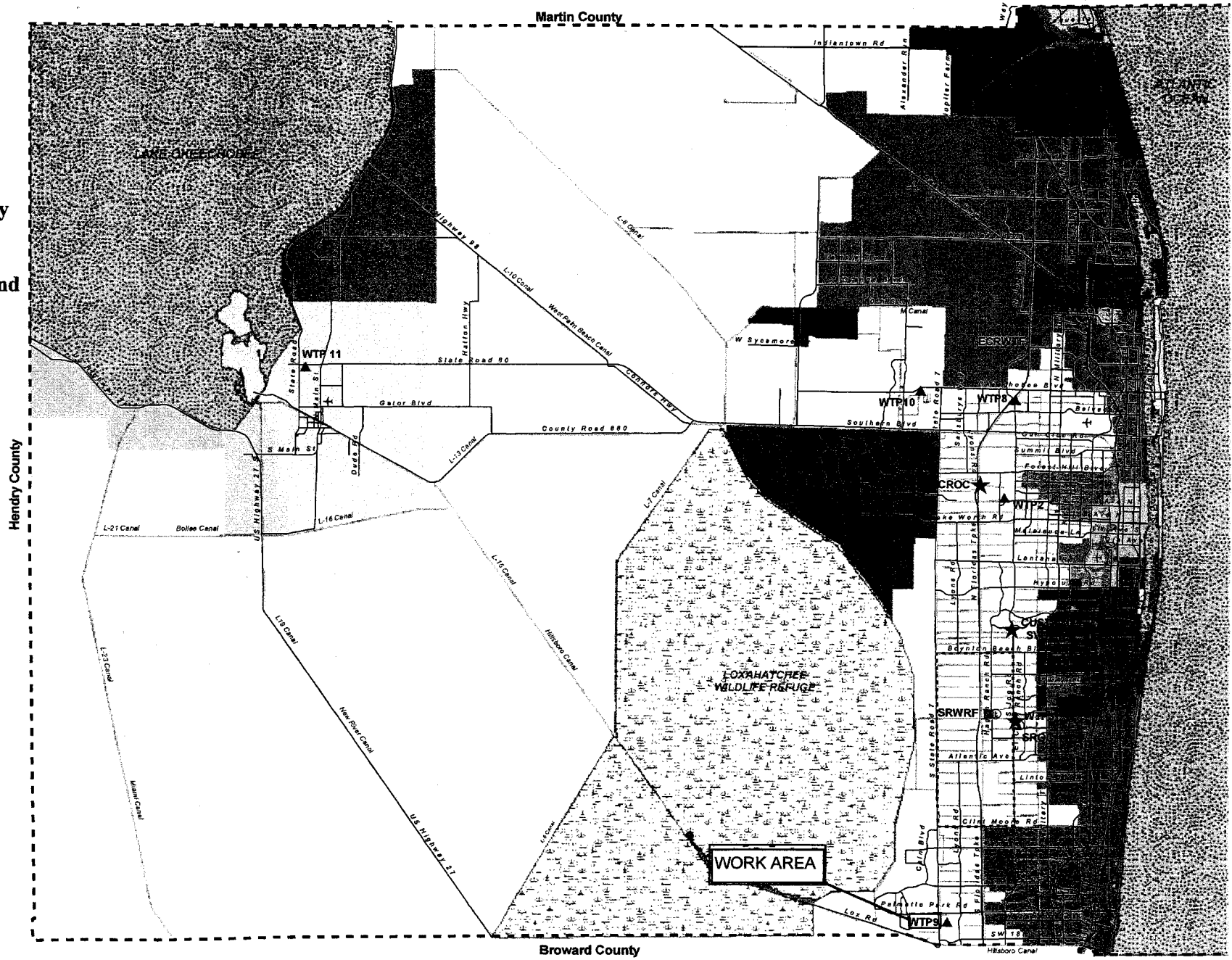
This summary is not to be used as a basis for payment.



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

ATTACHMENT 1

- Legend**
- PBC WUD UTILITY SA
 - Palm Beach County Limits
 - Mandatory Reclaimed SA
 - ★ Administration
 - Water Reclamation Facility
 - ▲ Water Treatment Facility
 - ④ Wetlands



**WORK AUTHORIZATION NO. 1
WATER UTILITIES DEPARTMENT
PIPELINE CONTINUING CONSTRUCTION CONTRACT**

Project No. WUD 06-175

Contract No. 2011-051

District: 5

Budget Line Item No. Fund 4011 Dept 721 Unit W006 Object 6543

Project Title: South County Residential Water Service Replacement – Asphalt Restoration

THIS AUTHORIZATION # 1 to the Contract for Construction Services dated August 17, 2010 (Resolution/Document R2010-1216), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services described in Item 3 of this Authorization. The Contract provides for 15.00% SBE participation overall. This Authorization includes 15.20% overall participation. The cumulative proposed SBE participation, including this authorization overall is 15.20%.

1. **CONTRACTOR:** Community Asphalt Corp.
2. **ADDRESS:** 7795 Hooper Rd., West Palm Beach, FL 33411
3. **Description of Services to be provided by the Contractor:**

See EXHIBIT "A".

4. **Services completed by the Contractor to date:**

See EXHIBIT "B" and "C".

5. Contractor shall begin work promptly with the following work commencing from the notice to proceed date:
Substantial Completion 45 Calendar Days,
Final Completion 75 Calendar Days
Liquidated damages do not apply in this Contract
Bid Form
6. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is **\$398,280.75**
7. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated August 17, 2010 remain in full force and effect.

**WORK AUTHORIZATION NO. 1
WATER UTILITIES DEPARTMENT
PIPELINE CONTINUING CONSTRUCTION CONTRACT**

Contract No. 2011=051

Project No. WUD 06-175

Project Title: South County Residential Water Service Replacement – Asphalt Restoration

IN WITNESS WHEREOF, this Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Attest:

Palm Beach County Board of County Commissioners:

(Signature)

(Signature)

(Typed Name) Deputy Clerk

Karen T. Marcus, Chair
(Typed Name) *KTM*

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

(Signature)

(Typed Name) County Attorney

CONTRACTOR
Community Asphalt Corp.

Attest:

Tina M. Laus

Witness

John Morris

(Signature)

Tina M. Laus, Assistant Secretary

(Name and Title)

JOHN MORRIS EXECUTIVE VICE PRESIDENT

(Name and Title)

(CORPORATE SEAL)

8/30/11

Date

EXHIBIT 'A'

WORK AUTHORIZATION NO. 1 PALM BEACH COUNTY WATER UTILITIES DEPARTMENT ENGINEERING/PROFESSIONAL SERVICES

SCOPE OF WORK FOR

South County Residential Water Service Replacement – Asphalt Restoration

INTRODUCTION

Palm Beach County (County) entered into a Contract for Construction Services date August 17, 2010 (Resolution/Document R2010-1216), by and between Palm Beach County and Community Asphalt Corp., for the Construction Services of this Authorization.

This Contract for Construction Services encompasses providing services related to the milling and resurfacing of residential asphalt roadways within the Palmetto Pines (South County) area.

SCOPE OF SERVICES

The Contractor shall mill 61,033 square yards of existing asphalt at a depth of 1 ½ inches, and resurface with 4,578 tons of A.C.S.C. Type S-3 Asphalt placed at an 1 ½ inches of thickness. The roadways, shall be constructed in accordance with Palm Beach County Water Utilities Department Minimum Engineering and Construction Standards, as indicated in the construction plans and contract documents.

COMPENSATION

Compensation shall be based on the Contract for Construction Services dated August 17, 2010 (Resolution/Document R2010-1216) as approved by the Board of County Commissioners.

SBE- M/WBE PARTICIPATION

As described in Section 7.5 of the Contract, SBE participation is included in Attachment B and Attachment C under this Authorization. The attached Schedule 1 defines the SBE–M/WBE applied to this Contract.

ATTACHMENT – A	Public Construction Bond – (2011-051)
ATTACHMENT – B	Work Authorization Schedule of Bid Items
ATTACHMENT – C	SBE Schedule 1
ATTACHMENT – D	SBE Schedule 2
ATTACHMENT – E	Location Map



PUBLIC CONSTRUCTION BOND

BOND NUMBER: Travelers: 105403753 F&D: PRF08930998

BOND AMOUNT: \$4,700,000

CONTRACT AMOUNT: \$7,040,000

CONTRACTOR'S NAME: Community Asphalt Corp.

CONTRACTOR'S ADDRESS: 7795 Hooper Road
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: (561) 790-6467

SURETY COMPANY: Travelers Casualty and Surety Company of America/ Fidelity and Deposit Company of Maryland

SURETY'S ADDRESS: Travelers: One Tower Square, Hartford, CT 06183
F&D: 1400 American Lane, Schaumburg, IL 60196

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 301 N. Olive Avenue
West Palm Beach, FL 33401

OWNER'S PHONE: 561-684-4070

DESCRIPTION OF WORK: PER PAGE PS-1

PROJECT LOCATION: COUNTYWIDE

LEGAL DESCRIPTION: N/A

FILE NUM 20100360844 OR BOOK PAGE 2408841 DATE: 09/23/2010 17:22:09 Pgs 1421 - 1427: (7pgs)
Sharon R. Beck, CLERK & COMPTROLLER

PUBLIC CONSTRUCTION BOND

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 Oblige, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

Seven Million Forty Thousand Dollars (\$7,040,000)

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 dated AUG 17 2010, 200____, entered into a contract with the County for:

Project Name: ANNUAL ASPHALT MILLING & RESURFACING CONTRACT
Project No.: 2011051
Project Description: ASPHALT MILLING & RESURFACING
Project Location: COUNTYWIDE

in accordance with Design Criteria Drawings and Specifications prepared by:

NAME OF ENGINEERING/ARCHITECTURAL FIRM: N/A
LOCATION OF FIRM:
PHONE:
FAX:

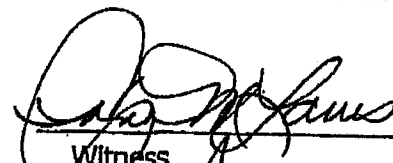
which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

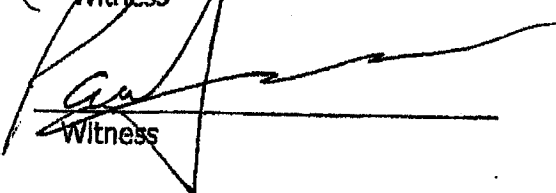
1. Performs the contract dated AUG 17 2010, between Principal and County for the Annual Asphalt Milling & Resurfacing Contract, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

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 and Surety waives notice of 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 coverage and limitations of this Instrument.
8. 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.
9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness

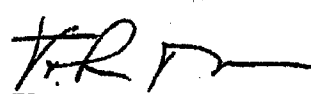


Witness

Community Asphalt Corp.

Principal

(Seal)

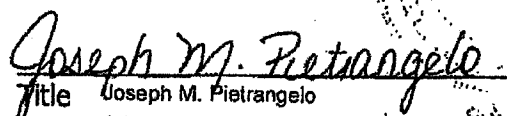


Title John Morris, Exec. VP

Travelers Casualty and Surety Company of America/
Fidelity and Deposit Company of Maryland

Surety

(Seal)



Title Joseph M. Pietrangelo
Attorney-In-Fact
FL Resident Agent

PCB-3

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222033

Certificate No. 003450486

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Joseph M. Pietrangelo, Paul S. Rodriguez, and Claudette Alexander

of the City of Miami, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 20th day of January, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By:

George W. Thompson
George W. Thompson, Senior Vice President

On this the 20th day of January, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

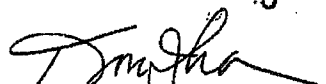
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of August, 20 10


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Paul RODRIGUEZ, Claudette ALEXANDER, Caroline K. LAMARRE and Joseph M. PIETRANGELO, all of Miami, Florida, EACH its true and lawful agent and Attorney-in-fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings for the execution of such bonds or undertakings in pursuance of these presents shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Joseph M. PIETRANGELO, Olgalesias, Paul RODRIGUEZ, dated August 28, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of July, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

Assistant Secretary

William J. Mills

By:

William J. Mills

Vice President

State of Maryland } ss:
City of Baltimore }

On this 1st day of July, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 3rd day of August, 2010.

Gregory E. Murray

Assistant Secretary



STATE OF FLORIDA - PALM BEACH COUNTY

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

THIS 23 DAY OF Sept, 2010

Sharon H. Bock
SHARON H. BOCK
CLERK & COMPTROLLER

By *[Signature]*

DEPUTY CLERK



**Community
Asphalt**
OHL Group

August 26, 2011

□ **Corporate:**

9725 NW 117
Avenue Suite 110
Miami, FL 33178
Tel. +1 305 884-9444
Fax: +1 305 884-9448 Main
Fax: +1 305 884-9449 Eng.

Palm Beach County
Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, FL 33413

□ **Miami:**

14005 NW 186th
Street Hialeah, FL
33018
Tel. +1 305 829-0700
Fax: +1 305 829-8772

RE: Project No. WUD 06-175 PBC Contract No. 2011-051
South County Residential Water Service Replacement –
Asphalt Restoration Piggyback to Annual Asphalt Milling &
Resurfacing Contract

□ **West Palm Beach:**

7795 Hooper Road,
West Palm Beach, FL 33411
Tel. +1 561 790-6467
Fax: +1 561 790-1073

Subject: Performance & Payment Bond

□ **Vero Beach:**

5100 29th Court
Vero Beach, FL 32967
Tel. +1 772 770-3771
Fax: +1 772 770-3707

To whom it may concern:

Community Asphalt would like to use the Performance and
Payment bond for Contract 2011-051 for Project WUD 06-175
instead of pulling a separate bond for this project.

The afore mentioned bond is for \$7,040,000.00 and \$5,006,549.00
is as of yet un-appropriated by any of the departments which
may use this contract. Therefore coverage is currently available
for the \$398,280.75 as proposed for WUD 06-175.

Please do not hesitate to contact us with any additional questions
or comments regarding this proposed project.

Respectfully submitted,
Community Asphalt Corp.

Aryail M. Gomez
Project Manager
West Palm Beach, FL

Cc: John Morris

ATTACHMENT B

**Palm Beach County Water Utility Department
Annual Milling & Resurfacing Contract 2011-051
Project No. WUD 06-175
Project: South County Water Services Replacement - Asphalt Restoration**

				Community Asphalt Corp.	
NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
2	Mill Exist. Asph. Pavement (1 1/2")	61,033	S.Y.	\$0.75	\$45,774.75
15	A.C.S.C Type S-3 (>800 Tons)	4,578	Tons	\$77.00	\$352,506.00
	Subtotal				\$398,280.75
	Mobilization				\$0.00
	Total Bid Price				\$398,280.75

ATTACHMENT C

SCHEDULE 1

LIST OF PROPOSED SBE-W/MBE SUBCONTRACTORS

Project Name: South County Water Services Replacement - Asphalt Restoration	Project Number: <u>WUD 06-175</u>
Prime Contractor: Community Asphalt Corp.	Address: 7795 Hooper Road, West Palm Beach, FL 33411
Contact: Aryail Gomez	Phone No. 561-790-6467 Fax No. 561-790-1073
Date: August 26th, 2011	

Name, Address, and Phone No.		Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other
Eastman Aggregate Enterprises 3705 Bellevue Ave. Lake Worth, FL 33461	561-969-7147		X					\$60,538.67

TOTALS \$ _____ - \$ _____ - \$ _____ - \$ _____ - \$60,538.67

Total Bid Price \$398,280.75 Total Value of SBE Participation \$ 60,538.67

ATTACHMENT D

SCHEDULE #2

LETTER OF INTENT TO PERFORM AS AN SBE OR MWBE SUBCONTRACTOR

PROJECT NO.: WUD 06-175 PROJECT NAME: South County Water Services Replacement - Asphalt RestorationTO: Eastman Aggregate Enterprises LLC.
(Name of Prime Bidder)

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

Small Business Enterprise ☒ Minority Business Enterprise ☐Black ☐ Hispanic ☐ Women ☐ Caucasian ☐ Other (Please Specify) ☐Date of Palm Beach County Certification: December 27, 2010The 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):

Line Item No.	Item Description	Qty./Units	Unit Price	Total Price
	<u>Hauling</u>			

At the following price: \$60,538.67
(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: 0

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

Eastman Aggregate Enterprises, LLC
(Print name of SBE-M/WBE Subcontractor)By: [Signature]
(Signature)Bernard Festman, MGRM
(Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor)Date: July 26, 2011

**Palm Beach County
Office of Small Business Assistance**

Certifies That

Eastman Aggregate Enterprises, LLC

VENDOR # **VC0000107767**

is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from December 27, 2010 to December 26, 2013.

The following Services and/or Products are covered under this certification:

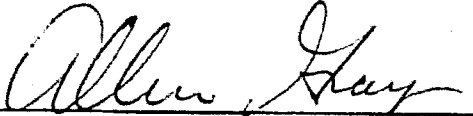
**Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.)
Excavation Services, Construction
Hauling Services**

Palm Beach County Board of County Commissioners

Karen T. Marcus, Chair
Shelley Vana, Vice Chair
Paulette Burdick
Steven L. Abrams
Burt Aaronson
Jess R. Santamaria
Priscilla A. Taylor

County Administrator

Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen Gray, Manager



12/27/2010

ATTACHMENT "E"



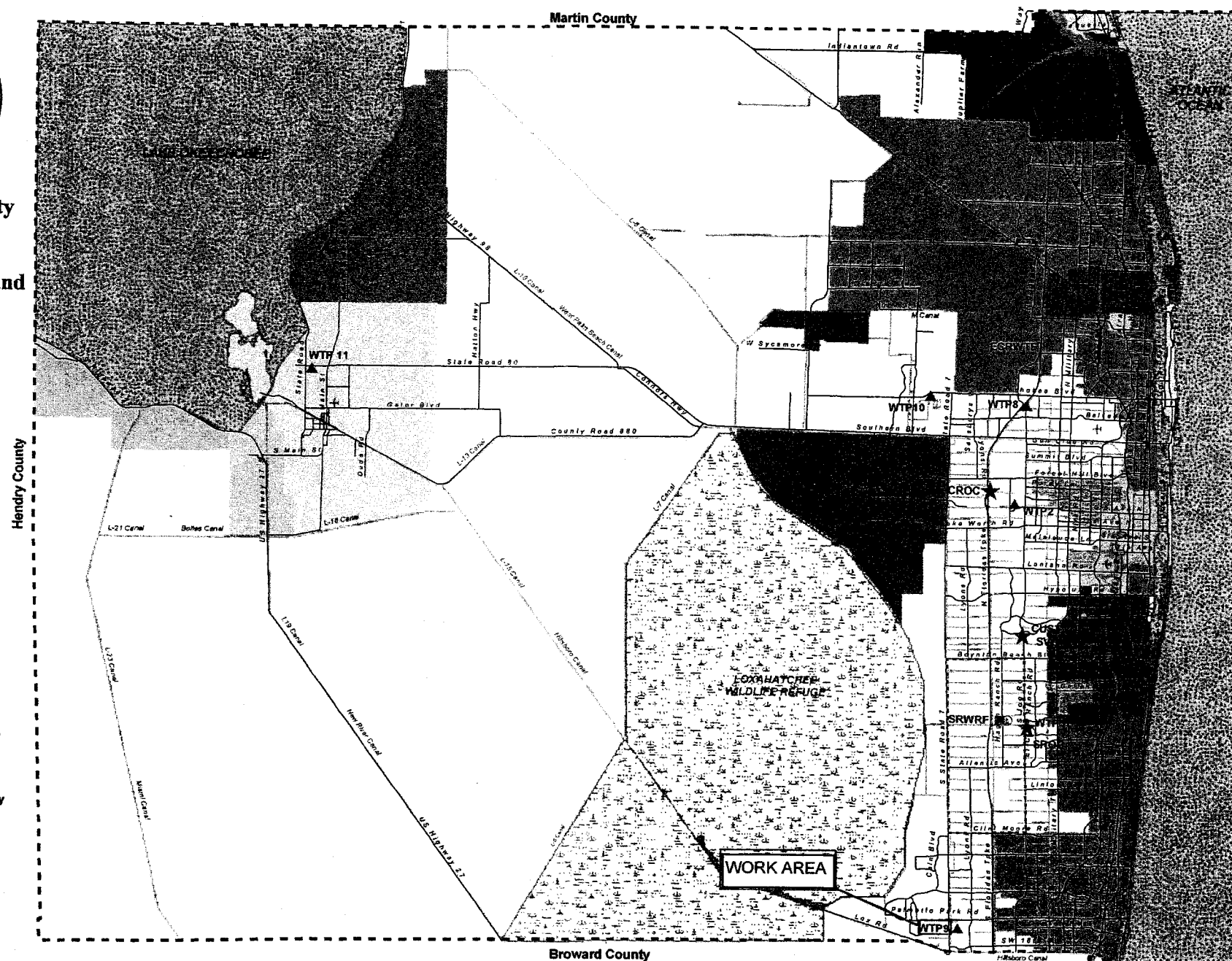
**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**



- PBC WUD UTILITY SA**
-- • Palm Beach County Limits
..... Mandatory Reclaimed SA
★ Administration
■ Water Reclamation Facility
▲ Water Treatment Facility
① Wetlands



NOT TO SCALE



SUMMARY AND STATUS OF REQUESTS FOR AUTHORIZATIONS

[illegible]

EXHIBIT -C		
PIPELINE CONTINUING CONSTRUCTION CONTRACT		
SUMMARY OF SMALL BUSINESS ENTERPRISE TRACKING SYSTEM		
Work Authorization No.1		
	TOTAL	SBE
Current Proposal		
Value of Authorization No. 1	\$398,280.75	
Value of SBE Letters of Intent	\$60,538.67	\$60,538.67
Actual Percentage	15.20%	15.20%
Signed Authorizations		
Total Value of Authorizations	\$0.00	
Total Value of SBE Signed Subcontracts	\$0.00	
Actual Percentage	0.00%	0.00%
Signed Authorizatons plus Current Proposal		
Total Value of Authorizations	\$398,280.75	
Total Value of Subcontracts & Letters of Intent	\$60,538.67	\$0.00
Actual Percentage	15.20%	0.00%
GOAL	15.19%	15.19%