

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2016 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Amendment No. 1 to the Water Utilities Department (WUD) Lift Station Rehabilitation Continuing Construction Contract with Hinterland Group, Inc., increasing the Contract amount by \$1,000,000; and **B)** Work Authorization No. 5 for the Lift Station Rehabilitation Project (Project) with Hinterland Group, Inc. in the amount of \$1,773,554.40.

Summary: On March 10, 2015, the Board of County Commissioners (BCC) approved the WUD Lift Station Rehabilitation Continuing Construction Contract (Contract) with Hinterland Group, Inc. (R2015-0318). The Contract provides materials and installation services for system-wide lift station rehabilitation projects in the amount of \$6,797,500 over an 18-month term.

Amendment No. 1 to the Contract will increase the Contract amount by \$1,000,000 to provide the funding amount necessary for Work Authorization No. 5. There are no time extensions to the Contract as part of this amendment.

Work Authorization No. 5 provides for the rehabilitation of nine (9) submersible lift stations throughout the WUD service area. Rehabilitation work authorized under the Project includes replacing pumps, piping, pump guide rails, fences, concrete slabs and driveways to increase reliability, safety, security and ease of maintenance. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The Contract provides for SBE participation of 0%, based on a finding by the Office of Small Business Assistance that Hinterland Group, Inc. did not provide specific information in their Schedule 2 SBE document. However, Hinterland Group, Inc. committed to 97.47% SBE participation under the Contract. Work Authorization No. 5 includes 100% SBE overall participation. The cumulative SBE participation including this authorization is 98.84% overall. Hinterland Group, Inc. is a Palm Beach County company. This project is included in the FY16 Capital Improvement Plan adopted by the BCC. (WUD Project No. 15-080) Districts 2, 5 and 6 (MJ)

Background and Justification: WUD owns and operates over 900 wastewater lift stations as part of the wastewater collection system. The WUD's Capital Improvements Plan calls for the rehabilitation of approximately 30 lift stations annually. These upgrades will improve or replace outdated equipment and will increase the reliability during hurricane and other emergency events. Work Authorization No. 5 will result in the rehabilitation of nine (9) lift stations identified as the next highest combined risk and condition score in a recent assessment of the WUD's lift stations. Amendment No. 1 to the Contract will increase the Contract amount to provide adequate funding for Work Authorization No. 5 under the Contract.

Attachments:

1. Location Maps
2. Two (2) Original Amendment No. 1
3. Two (2) Original Work Authorization No. 5

Recommended By: Jim Stebo Department Director Date 2-1-16

Approved By: Sharon R. Brague Assistant County Administrator Date 2-22-16

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$1,773,554</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>
Operating Expenses	<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>\$1,773,554</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 Agency 721 Org. W031 Object 6546

Reporting Category N/A

Is Item Included in Current Budget? Yes X No


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


One (1) time expenditure from user fees, connection fees, and balance brought forward.

C. Department Fiscal Review: Delia Morisset

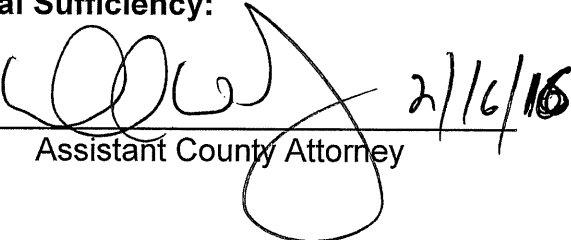
III. REVIEW COMMENTS

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


 2/3 OFMB
 2/3


 Contract Development and Control

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

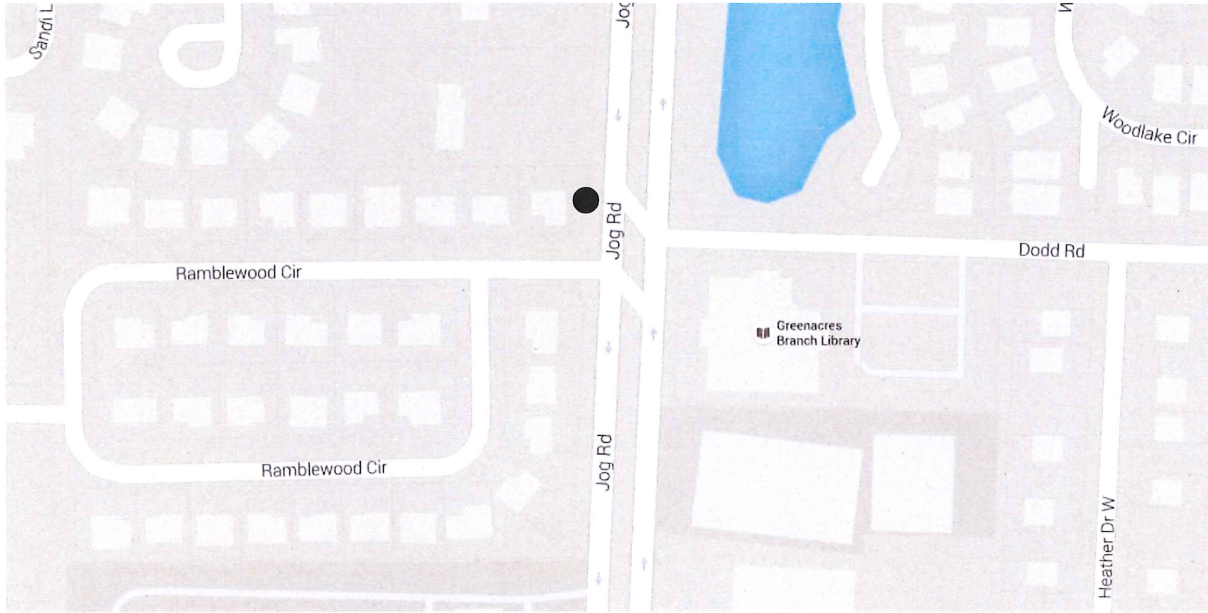
 Department Director

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

Attachment 1

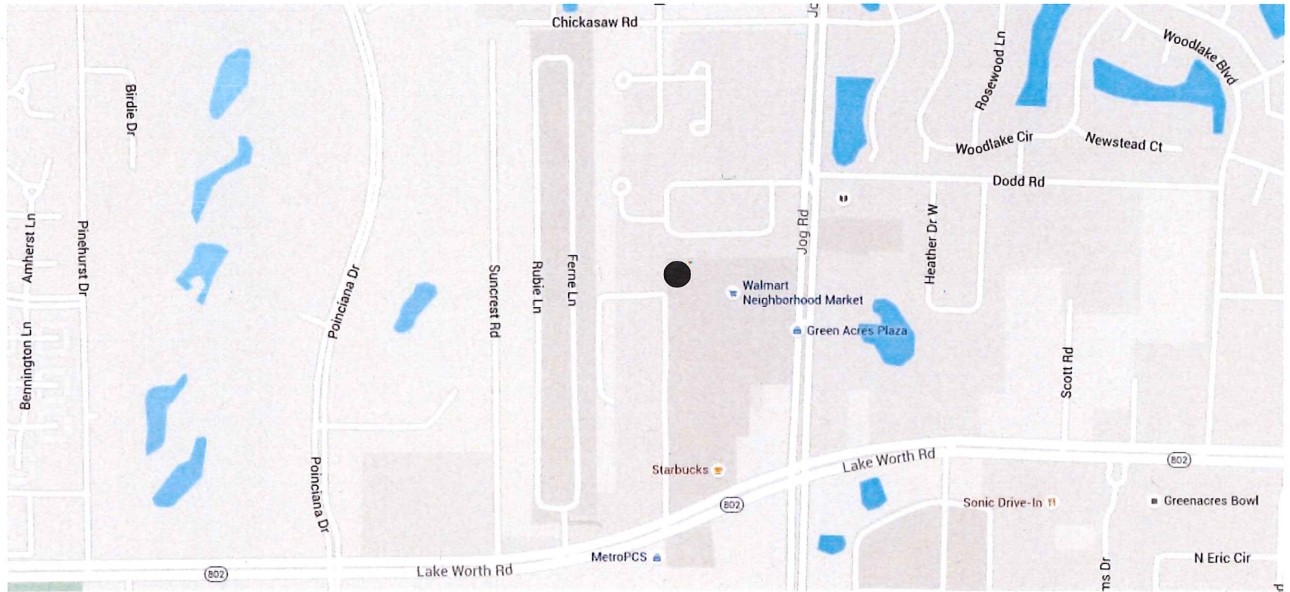
LS 221 (26.6230764882, -80.1467114763)

PCN# 18-42-44-22-04-000-0010



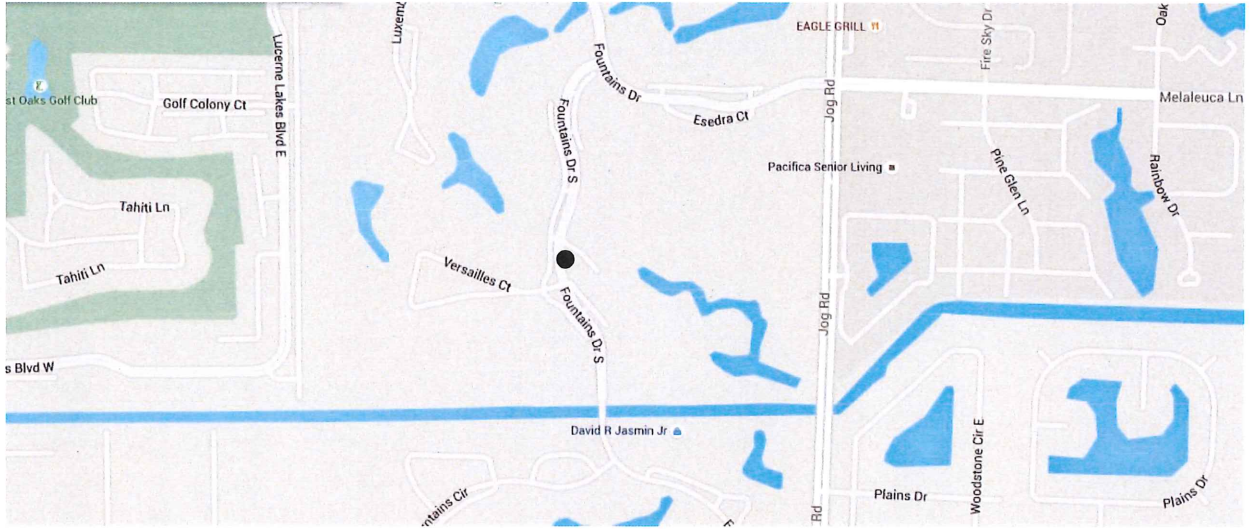
LS 237 (26.62181371, -80.148536)

PCN# 18-42-44-22-36-000-0010



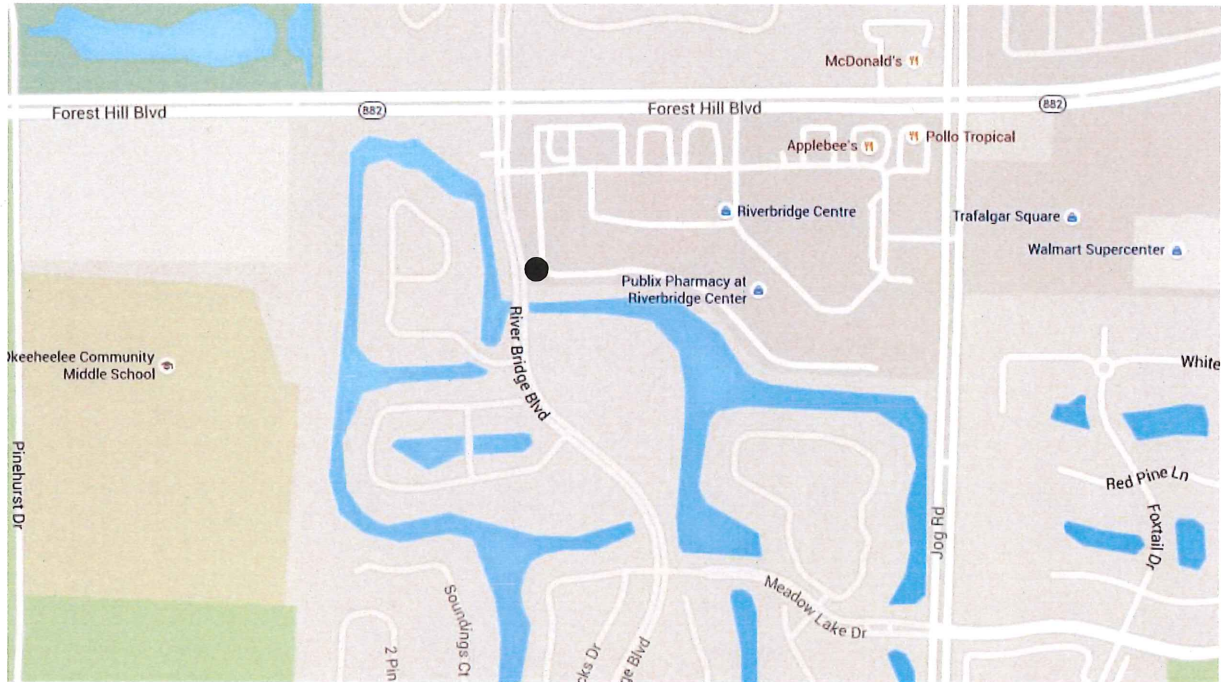
LS 270 (26.6051434737, -80.1520199119)

PCN# 00-42-44-27-04-000-0020



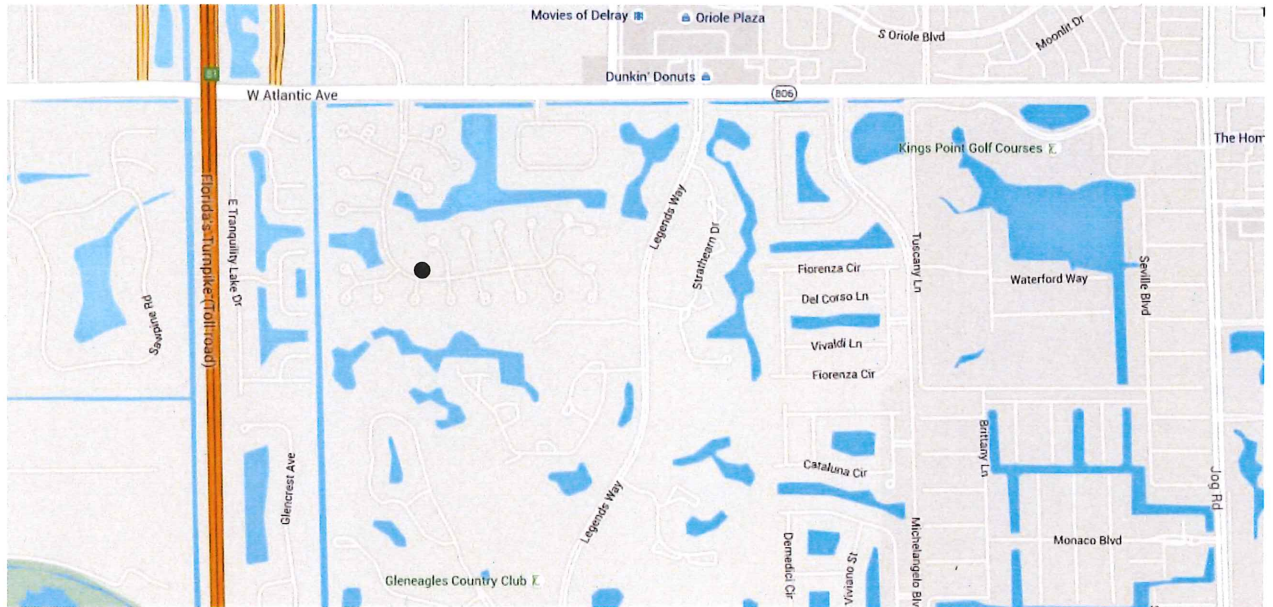
LS 280 (26.649277384, -80.1507121645)

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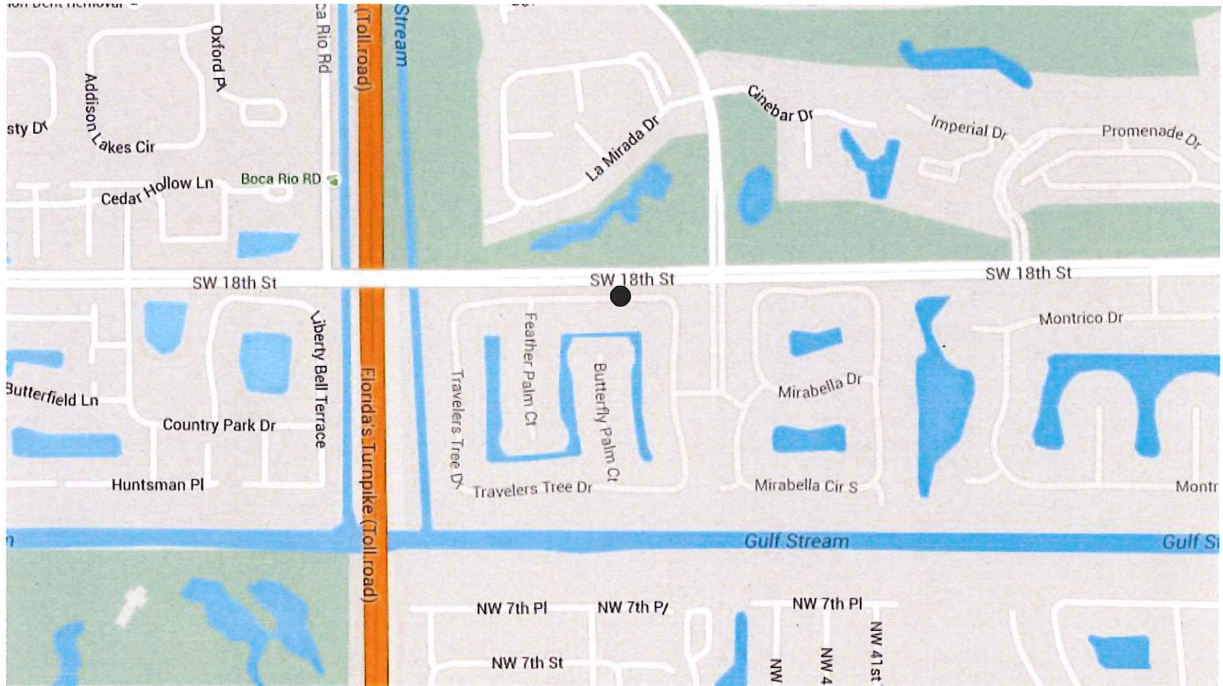
LS 914 (26.4493073143, -80.1687446907)

PCN# 00-42-46-21-16-005-0000



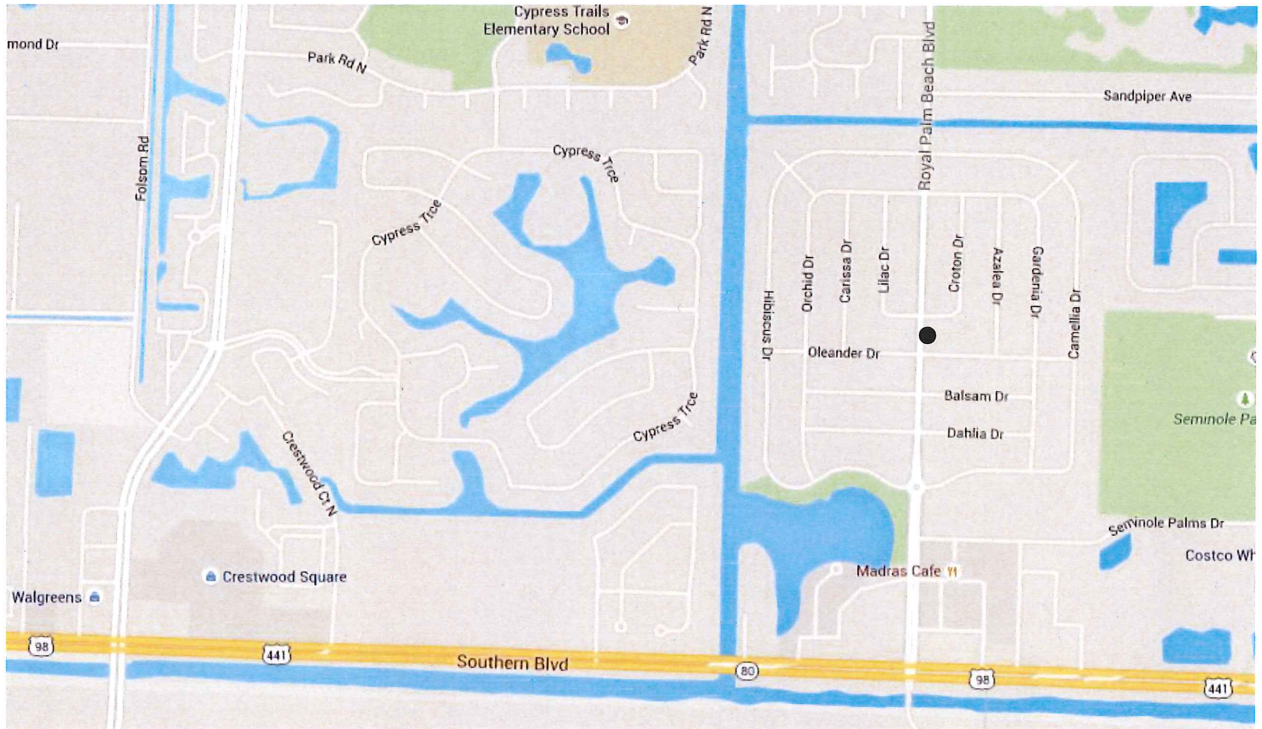
LS 1063 (26.3314289743, -80.1653736429) almost at entrance to Boca Pointe on SW 18th Street

PCN# 00-42-47-28-00-000-1040



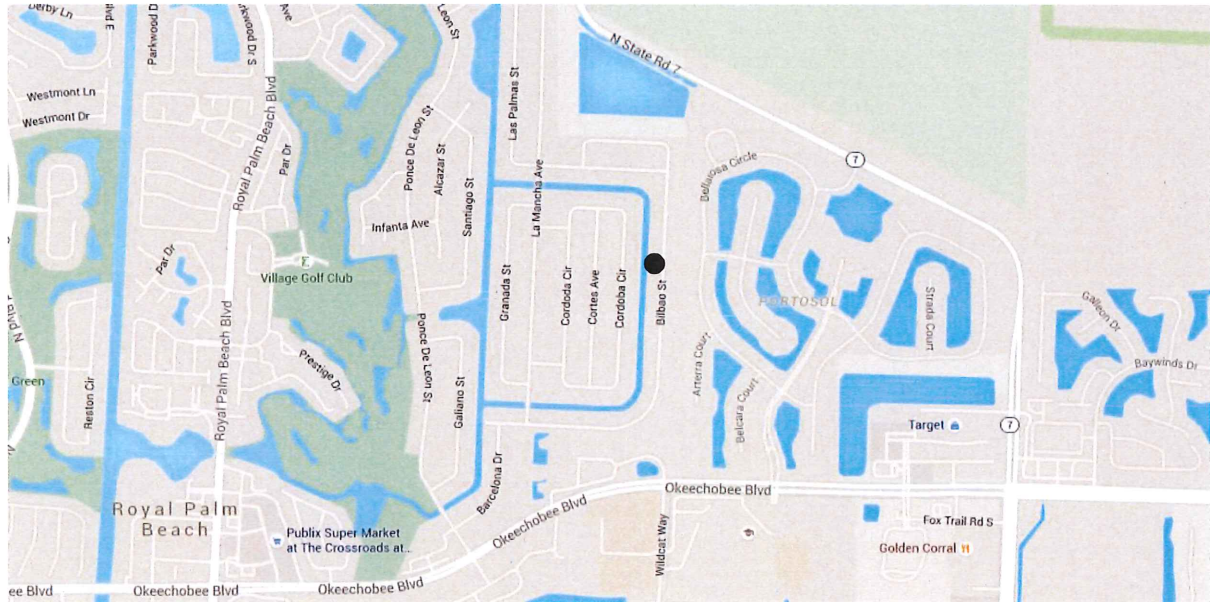
LS 4101 (Gated) (26.687639, -80.229768)

PCN# 72-41-43-26-02-014-0380



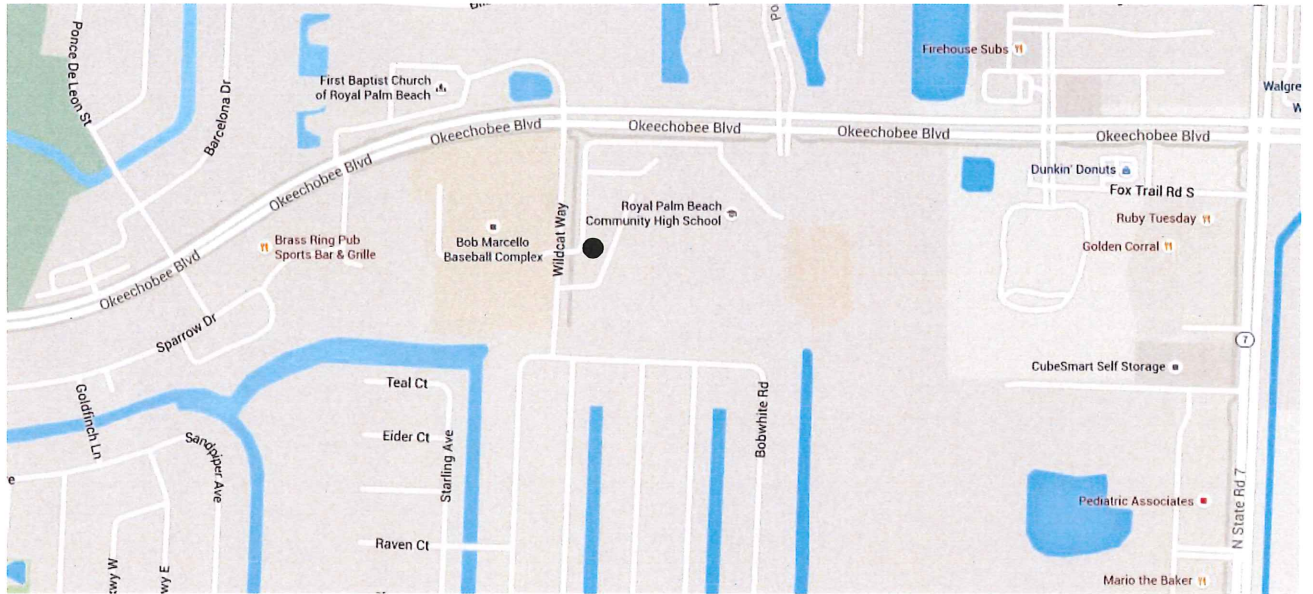
LS 4110 (26.716047761, -80.2133802628)

PCN# 72-41-43-14-01-010-0320



LS 4144 (26.7077358728, -80.2127610942)

PCN# 72-41-43-24-00-000-5010



Attachment 2

**AMENDMENT No 1 TO CONTRACT WITH
HINTERLAND GROUP, INC.
LIFT STATION REHABILITATION
CONTINUING CONSTRUCTION CONTRACT**

This Amendment No. 1 dated _____ to the Contract (R-2015-0318) dated March 10, 2015, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY and **Hinterland Group, Inc.** a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

WITNESSETH

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

**Continuing Construction Contract For
Lift Station Rehabilitation
Contract No: WUD 14-047;**

And WHEREAS, the parties hereto desire to amend the Contract to increase the contract amount for an additional one (1) million dollars.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The Contract amount of this contract is increased by \$1,000,000. The new contract amount is \$7,797,500.
2. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

INWITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment on behalf of the COUNTY and

CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

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

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

Assistant County Attorney



Jim Stiles, Director
Water Utilities Department

'CONTRACTOR'

By: HINTERLAND GROUP, INC.

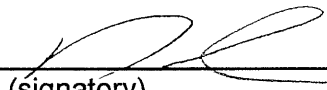


(witness signature)

a FLORIDA corporation
(insert state of corporation)

Victor M. Gutierrez

(witness name printed)

By: 

(signatory)

Daniel Duke III

(print signatory's name)

By: President

(print title)

December 23, 2015

(date of execution)

992 W. 15th Street

(Contractor's Official Address)

Riviera Beach, Florida 33404

(Contractor's City, State, Zip Code)

WORK AUTHORIZATION NO. 5

Palm Beach County Water Utilities Department
Lift Station Rehabilitation Continuing Construction Contract WUD 14-047

Project Title: Lift Station Rehabilitation Project Priority 4

Project No. WUD WUD 15-080

District: 2, 5 and 6

Budget Line Item No. 4011 - 721 - W031 - 6546

THIS AUTHORIZATION No. 5 to the Contract for Construction Services dated March 10, 2015 (R2015-0318), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services of this Work Authorization. The Contract provides for 0 % SBE participation overall. This Work Authorization includes 100 % overall participation. The cumulative proposed SBE participation, including this authorization is 98.84 % overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal;

1. CONTRACTOR: Hinterland Group, Inc.
ADDRESS: 992 W. 15th Street, Riviera Beach, Fl. 33404
2. Description of Services (Scope of Work) to be provided by the Contractor:

See ATTACHMENT A.
3. Services completed by the Contractor to date:

See ATTACHMENT G.
4. Contractor shall begin work promptly or deliver ordered materials within the following calendar days from the issuance of Notice to Proceed (NTP):

Substantial Completion 350 Calendar Days
Final Construction Completion 380 Calendar Days
Liquidated damages will apply as follows:
\$ 500.00 per day past substantial completion date.
\$ 250.00 per day past final completion date.
(For Liquidated Damages Rates see **ATTACHMENT B**)
5. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$ 1,773,554.40.
6. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated March 10, 2015 remain in full force and effect.

WORK AUTHORIZATION NO. 5

Project No. WUD 15-080

Project Title: Lift Station Rehabilitation Priority 4

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

Sharon R. Bock, Clerk & Comptroller,
Palm Beach County

Palm Beach County,
Board of County Commissioners

ATTEST:

Signed: _____

Signed: _____

Mary Lou Berger, Mayor

Typed Name: _____

Deputy Clerk

Date

JCS

Approved as to Form and Legal
Sufficiency

Signed: _____

Typed Name: _____

County Attorney

CONTRACTOR: Hinterland Group, Inc.

ATTEST:

Andres Sharpe

Witness

[Signature]
(Signature)

Andres Sharpe
(Name and Title) Executive Assistant

Daniel Duke III / President
(Name and Title)

(CORPORATE SEAL)

12/15/2015
Date

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 5

**Palm Beach County Water Utilities Department
Lift Station Rehabilitation Continuing Construction Contract WUD 14-047
Lift Station Rehabilitation Project Priority 4, WUD 15-080**

ATTACHMENT – A	Compensation Summary (Scope of Work)
ATTACHMENT – B	Rate for Liquidated Damages
ATTACHMENT – C	Public Construction Bond
ATTACHMENT – D	Form of Guarantee
ATTACHMENT – E	Work Authorization Schedule of Bid Items
ATTACHMENT – F	SBE Schedule 1 and Schedule 2
ATTACHMENT – G	Authorization Status Report - Summary and Status of Authorizations
ATTACHMENT – H	Authorization Status Report - Summary of SBE/Minority Business Tracking
ATTACHMENT – I	Location Map

ATTACHMENT A

WORK AUTHORIZATION NO. 5

Palm Beach County Water Utilities Department
Lift Station Rehabilitation Continuing Construction Contract WUD 14-047

SCOPE OF WORK FOR

Lift Station Rehabilitation Project Priority 4

INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Contract for Lift Station Rehabilitation Continuing Construction Services - Palm Beach County Water Utilities Department Project No. WUD 15-080 (CONTRACT) with Hinterland Group, Inc. (CONTRACTOR) to provide construction services for various general activities on the Lift Station Rehabilitation Continuing Construction Contract dated March 10, 2015, (R2015-0318). This Lift Station Work Authorization will be performed under that CONTRACT.

This Work Authorization encompasses providing services related to the rehabilitation of LS 221, 237, 270, 280, 914, 1063 4101, 4110, 4144

SCOPE OF SERVICES

Contractor shall perform the engineering Scope of Services as described herein: Lift Station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.

COMPENSATION

Compensation shall not exceed \$1,773,554.40 in accordance with the unit prices established in the Contract for construction services dated March 10, 2015 as approved by the Board of County Commissioners.

SBE PARTICIPATION

SBE participation is included in **ATTACHMENT F** under this Authorization. The attached Schedule 1 defines the SBE applied to this Authorization/Contract and Schedule 2 establishes the SBE contribution from each subcontractor (Letter of Intent to perform as an SBE).

ATTACHMENT B

WORK AUTHORIZATION NO. 5

Palm Beach County Water Utilities Department
Lift Station Rehabilitation Continuing Construction Contract 14-047

Rates for Liquidated Damages

Palm Beach County Water utilities Department shall establish liquidated damages rates for each Work Authorization based on the dollar amount and time sensitivity of the project. The rates shall be as follows according to a criticality rating of 1 through 3 assigned to each Work Authorization by the Department as established below:

Highly Important Project (Criticality 1): Liquidated Damages
\$1,500 per day after Substantial Completion Date
\$1,000 per day after Final Completion Date

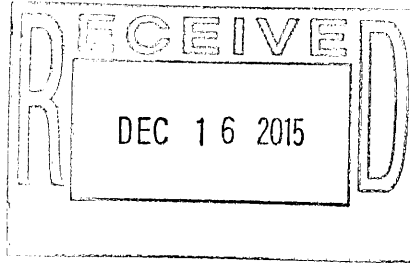
Moderately Important Project (Criticality 2): Liquidated Damages
\$1,000 per day after Substantial Completion Date
\$500 per day after Final Completion Date

Low Important Project (Criticality 3): Liquidated Damages
\$500 per day after Substantial Completion Date
\$250 per day after Final Completion Date

WAGNER BONDING
&
INSURANCE, INC.

December 14, 2015

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



Re: **Hinterland Group, Inc.**

To whom it may concern,

We are the bonding agent for Hinterland Group, Inc. They are bonded by Berkley Insurance Company, an "AXV" rated surety in the AM Best Guide.

Please be advised we allow Palm Beach County to date the bond #0197505 and powers of attorney.

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,
Wagner Bonding & Insurance, Inc

A handwritten signature in black ink, appearing to read "Daniel F. Wagner".

Daniel F. Wagner
Resident Florida Licensed Agent
Attorney-In-Fact

P.O. Box 91147 Lakeland, FL. 33804
Phone 863-859-9823
Fax 863-815-1864

ATTACHMENT C
PUBLIC CONSTRUCTION BOND

BOND NUMBER: 0197505

BOND AMOUNT: \$1,773,554.40

CONTRACT AMOUNT: \$1,773,554.40

CONTRACTOR'S NAME: Hinterland Group, Inc.

CONTRACTOR'S ADDRESS: 992 W. 15th Street
Riviera Beach, FL 33404

CONTRACTOR'S PHONE: 561-640-3503

SURETY COMPANY: Berkley Insurance Company

SURETY'S ADDRESS: 412 Mount Kemble Ave., Suite 310N
Morristown, NJ 07960

OWNER'S NAME: PALM BEACH COUNTY

OWNER'S ADDRESS: 8100 Forest Hill Boulevard
West Palm Beach, FL 33413

OWNER'S PHONE: (561) 493-6000

DESCRIPTION OF WORK: lift station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment.

COUNTY'S PROJECT NUMBER: WUD 15-080, Work Authorization Number 5

PROJECT LOCATION: System-Wide

LEGAL DESCRIPTION: LS 221 PCN#18-42-44-22-04-000-0010; LS 237 PCN#18-42-44-22-36-000-0010; LS 270 PCN#00-42-44-27-04-000-0020; LS 280 PCN#18-42-44-10-13-000-0010; LS 914 PCN#00-42-46-21-16-000-0000; LS 1063 PCN#00-42-47-28-00-000-1040; LS 4101 PCN#72-41-43-26-02-014-0380; LS 4110 PCN#72-41-43-14-01-010-0320; LS 4144 PCN#72-41-43-24-00-000-5010.

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 Principal, Hinterland Group, Inc. and Surety, Berkley Insurance Company 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 herein below defined, in the amount of

Dollars \$1,773,554.40

(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 dated _____, 20__, entered into a contract with the County for

Contract Name: Lift Station Rehabilitation Continuing Construction Contract
Contract No.: WUD 14-407
Project Name: Lift Station Rehabilitation
Project No.: WUD 15-080
Project Description: Lift Station Rehabilitation

Project Location: System-Wide

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Holtz Consulting Engineers, Inc.
Location of Firm: 50 S. US 1, Suite 206, Jupiter, Fl. 33477
Phone: 561-575-2005
Fax: 561-575-2009

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 March 10, 2015, between Principal and County for the design and construction of WUD15-080, 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's 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, Florida and not elsewhere.

Andrew Sharpe
Witness

Andrew Sharpe
Print name

Candy L. Wagner
Witness

Candy L. Wagner
Print name

Hinterland Group, Inc.
Principal

[Signature] (Seal)
Print name, Daniel A. Duke
President

Berkley Insurance Company
Surety

[Signature] (Seal)
Daniel F. Wagner
Print name

Attorney in fact
Title

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Daniel F. Wagner of Wagner Bonding & Insurance, Inc. of Lakeland, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of September, 2015.

Attest:

Berkley Insurance Company

(Seal)

By

By

Ira S. Lederman
Senior Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of September, 2015, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaker
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 30th day of September, 2015.

(Seal)

Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and confirmation (on reverse) must be in blue ink.

Instructions for Inquiries and Notices Under the Bond Attached to This Power

Berkley Surety Group is the affiliated underwriting manager for the surety business of: Acadia Insurance Company, Berkley Insurance Company, Berkley Regional Insurance Company, Carolina Casualty Insurance Company, Union Standard Insurance Company, Continental Western Insurance Company, and Union Insurance Company.

To verify the authenticity of the bond, please call (866) 768-3534 or email BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the surety on the bond to which this Rider is attached should be directed to:

**Berkley Surety Group
412 Mount Kemble Avenue
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department**

Or

email BSGClaim@berkleysurety.com

Please include with all notices the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please identify the project to which the bond pertains.

ATTACHMENT D
FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Hinterland Group, Inc. & Berkley Insurance Company

We the undersigned hereby guarantee that the **Lift Station Rehabilitation Continuing Construction Contract, Project Number WUD 14-047, Work Authorization Number 5, Lift Station Rehabilitation Project Priority 4, WUD 15-080**, 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) calendar 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 _____
(notice of completion filing date)

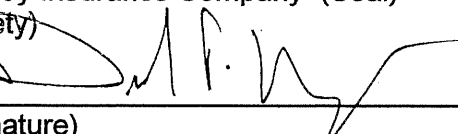
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Hinterland Group, Inc. (Seal)
(Contractor)

By:  _____
(Signature)

Daniel Duke
(Printed Name)

Berkley Insurance Company (Seal)
(Surety)

By:  _____
(Signature)

Daniel F. Wagner
(Printed Name)

ATTACHMENT F

SCHEDULE # 2

LIST OF PROPOSED SBE-M/WBE PRIME/SUBCONTRACTORS

PROJECT NAME: Lift Station Rehabilitation Project Priority 4 PROJECT NUMBER: WUD 15-080

NAME OF PRIME BIDDER: Hinterland Group, Inc. ADDRESS: 992 W. 15th Street, Riviera Beach, Florida 33404

CONTACT PERSON: Daniel Duke PHONE NO. 561-640-3503 FAX NO. 561-640-3504

BID OPENING DATE: _____ DEPARTMENT WUD

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES

Name, Address and Telephone Number of Minority Contractor	(Check one or both Categories)		Dollar Amount				
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Hinterland Group, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$	\$	\$	\$1,773,554.40	
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$	\$
	<input type="checkbox"/>	<input type="checkbox"/>	\$	\$	\$	\$ 1,773,554.40	
PRIME CONTRACTOR TO COMPLETE:	TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

BID PRICE: \$ 1,773,554.40 Total Value of SBE Participation: 100%

- NOTE:
1. The amount listed on this form for a Subcontractor must be supported by price or percentage included on Schedule 2 or a proposal from each Subcontractor listed in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

ATTACHMENT F

SCHEDULE 3

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

PROJECT NO. WUD 15-080 PROJECT NAME: Lift Station Rehabilitation Project Priority 4

TO: Hinterland Group, 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 Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: _____

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):

Line Item/Lot No.	Item Description	Qty / Units	Unit Price	Total Price
<u>all</u>	<u>Lift Station Rehabilitation</u>	<u>1</u>	<u>1,773,554.40</u>	<u>\$1,773,554.40</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price
\$ 1,773,554.40
(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

Hinterland Group, Inc.
(Print Name of SBE-M/WBE Subcontractor)

By: 
(Signature)

Daniel Duke
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: 12/15/2015

ATTACHMENT G

AUTHORIZATION STATUS REPORT

SUMMARY AND STATUS OF
AUTHORIZATIONS

Auth. No.	Description	Status	Project Total Amount	Date Approved	WUD No. Assigned	Consultant's Project No.
1	LS Rehabilitation Priority 1	Active	1,770,793.39	5/11/2015	14-104	
1.1	LS Rehabilitation Priority 1	Active	62,678.00	11/20/2015	14-104	
2	LS Rehabilitation Priority 2	Active	1,940,661.00	10/20/2015	15-003	
3	LS 8101 Electrical Upgrades & Improvements	Pending	149,140.00	Pending	16-004	
4	LS Rehabilitation Priority 3	Pending	1,650,180.05	Pending	15-079	
5	LS Rehabilitation Project Priority 4	Pending	1,773,554.40	Pending	15-080	
Total			7,347,006.84			

Revised (12-9-14)

ATTACHMENT H

AUTHORIZATION STATUS REPORT

SUMMARY OF SBE / MINORITY BUSINESS TRACKING

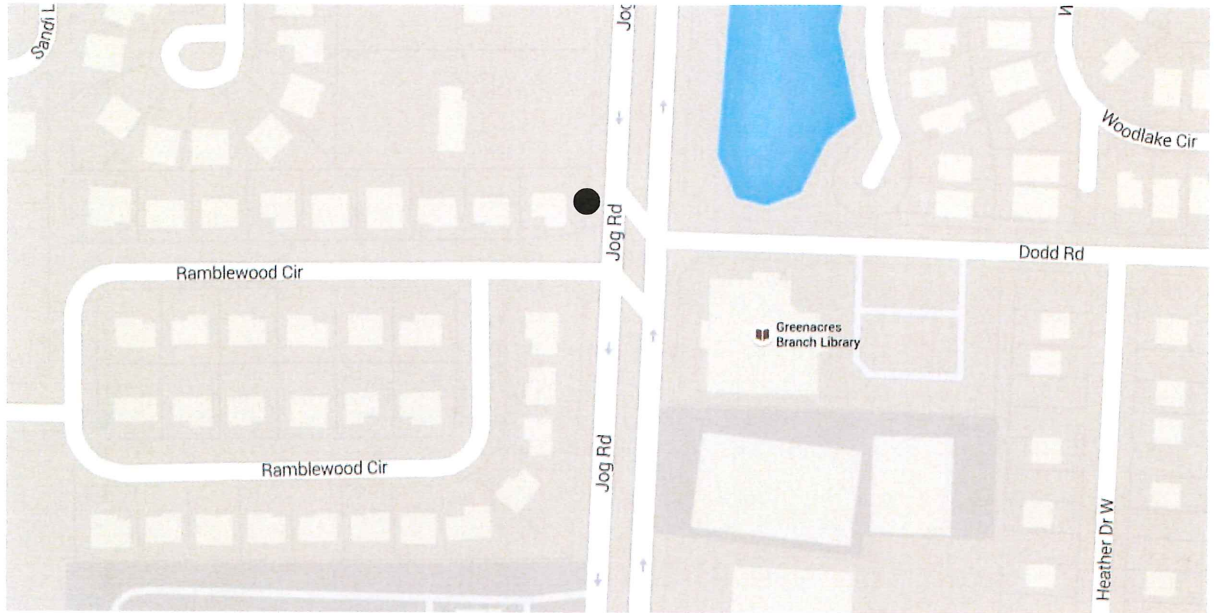
	Total	SBE
Current Proposal		
Value of Authorization No. 3	\$1,773,554.40	\$1,773,554.40
Value of SBE - M/WBE Letters of Intent	\$1,773,554.40	\$1,773,554.40
Actual Percentage	100%	100%
Signed/Approved Authorizations		
Total Value of Authorizations	\$3,774,132.39	\$3,711,104.38
Total Value of SBE - M/WBE Signed Subcontracts	\$3,774,132.39	\$3,711,104.38
Actual Percentage	98.33%	98.33
Signed/Approved Authorizations Plus Current Proposal		
Total Value of Authorizations	\$5,547,686.79	\$5,485,008.79
Total Value of Subcontracts & Letters of Intent	\$5,547,686.79	\$5,485,008.79
Actual Percentage	98.84	98.87
GOAL	97.47%	100%

Revised (12-9-14)

ATTACHMENT I

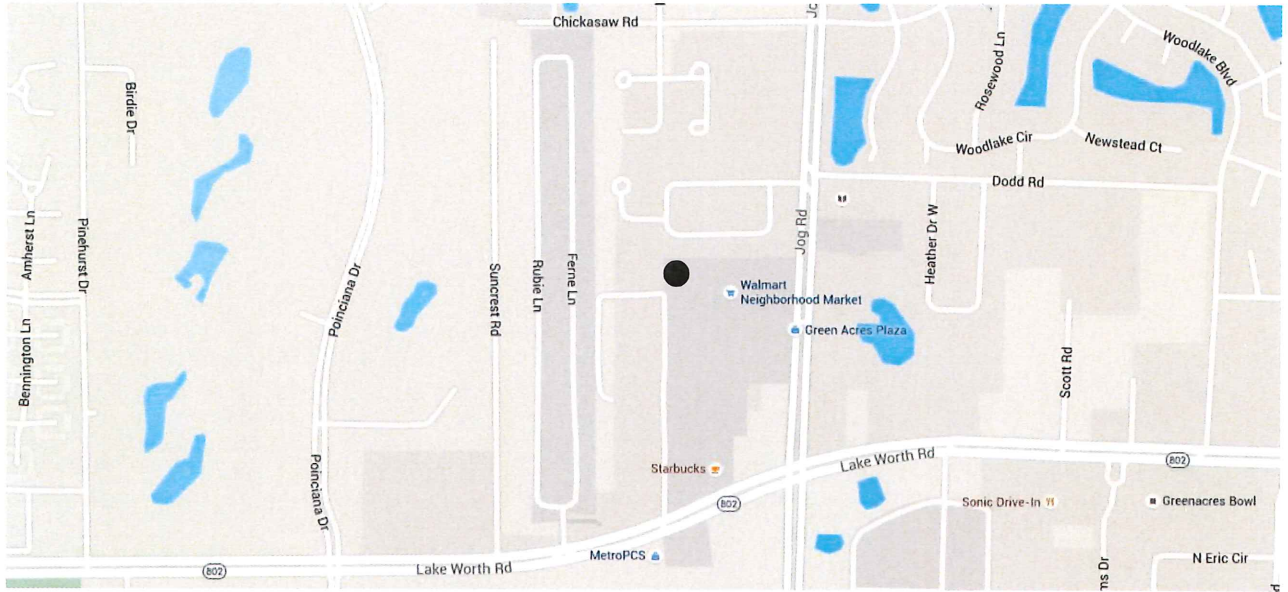
LS 221 (26.6230764882, -80.1467114763)

PCN# 18-42-44-22-04-000-0010



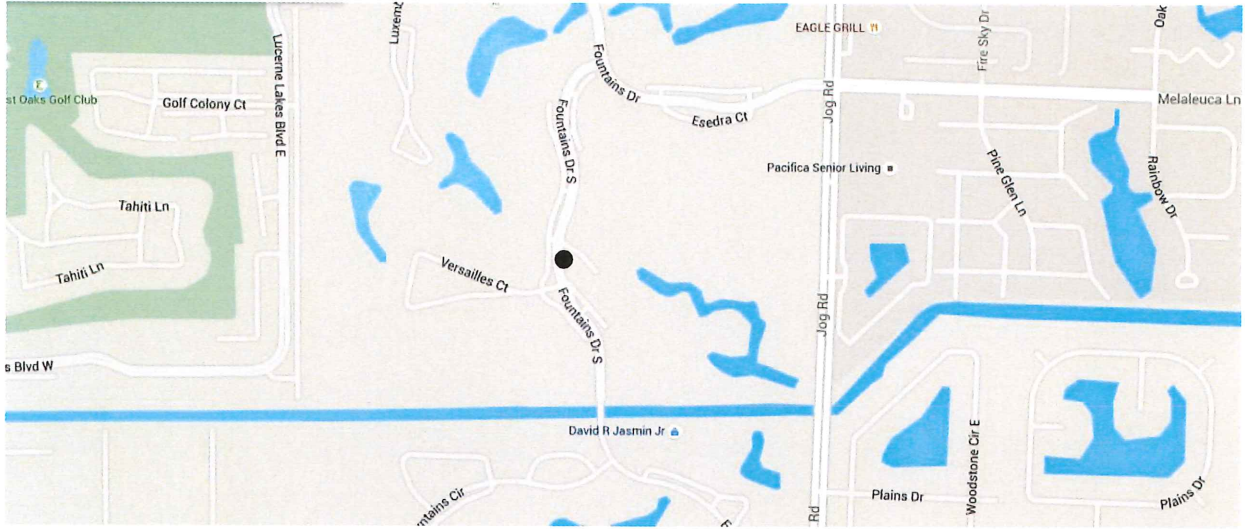
LS 237 (26.62181371, -80.148536)

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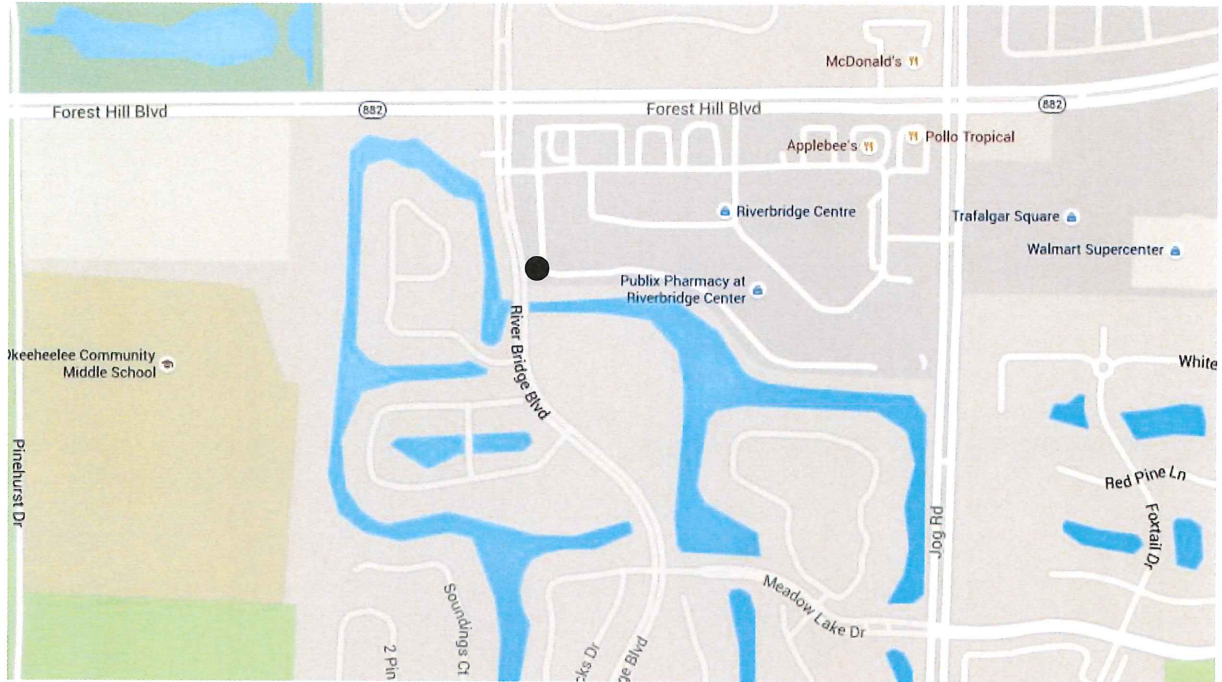
LS 270 (26.6051434737, -80.152019119)

PCN# 00-42-44-27-04-000-0020



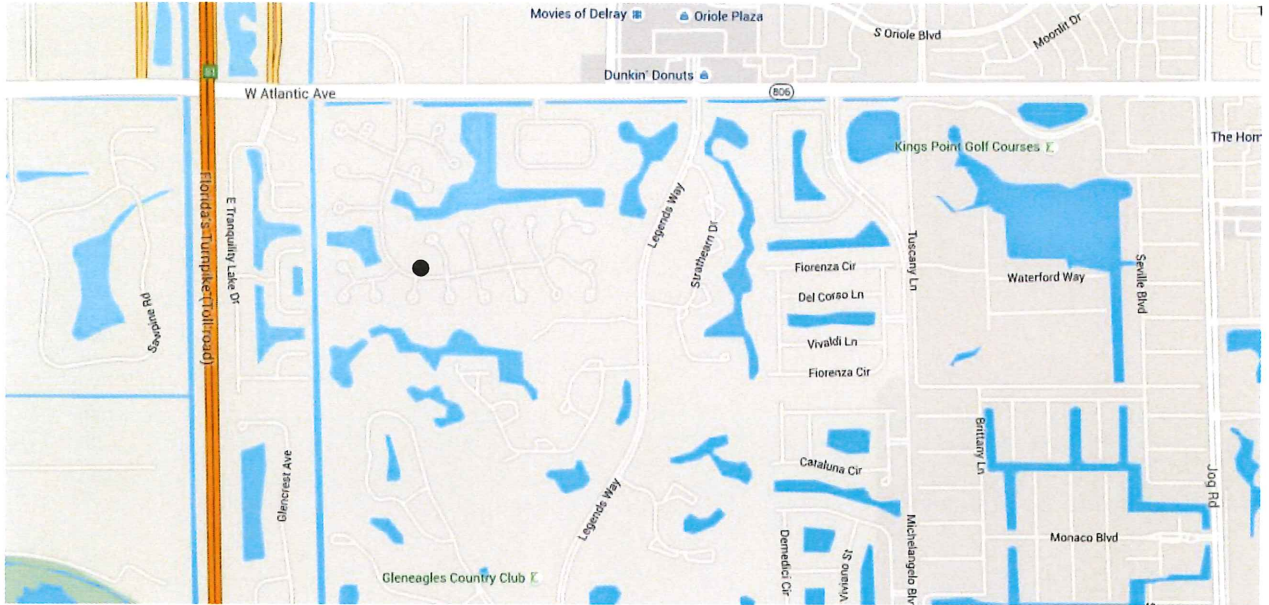
LS 280 (26.649277384, -80.1507121645)

PCN# 18-42-44-10-13-000-0010



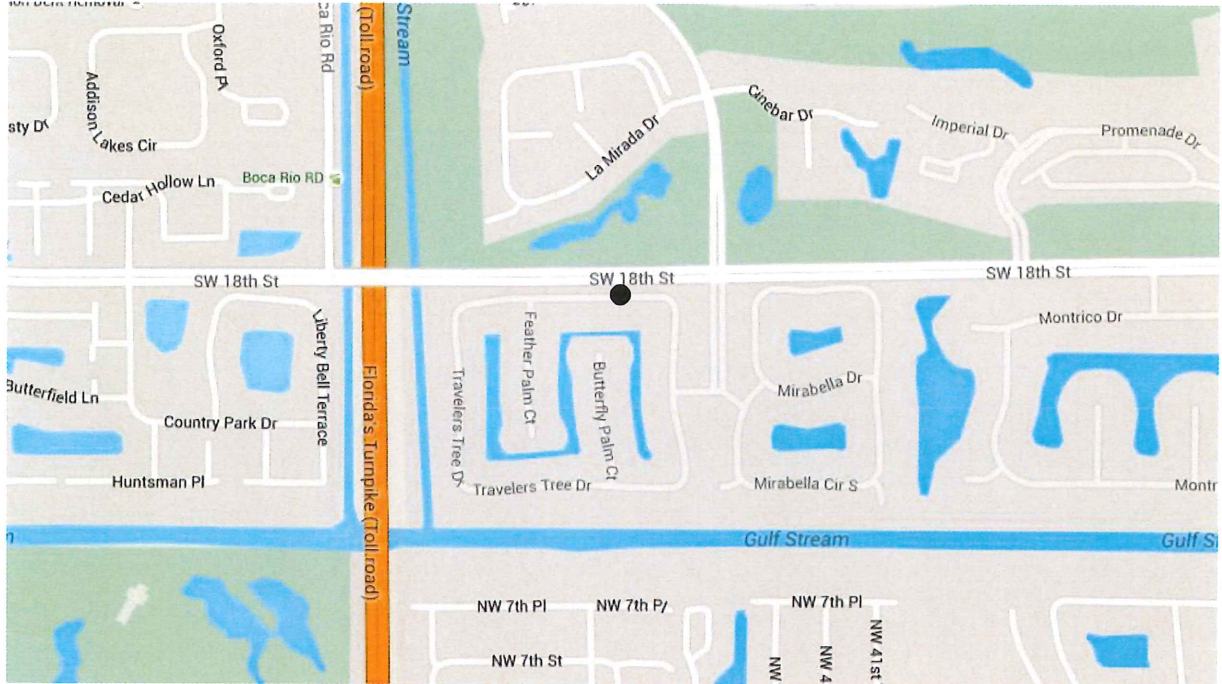
LS 914 (26.4493073143, -80.1687446907)

PCN# 00-42-46-21-16-005-0000



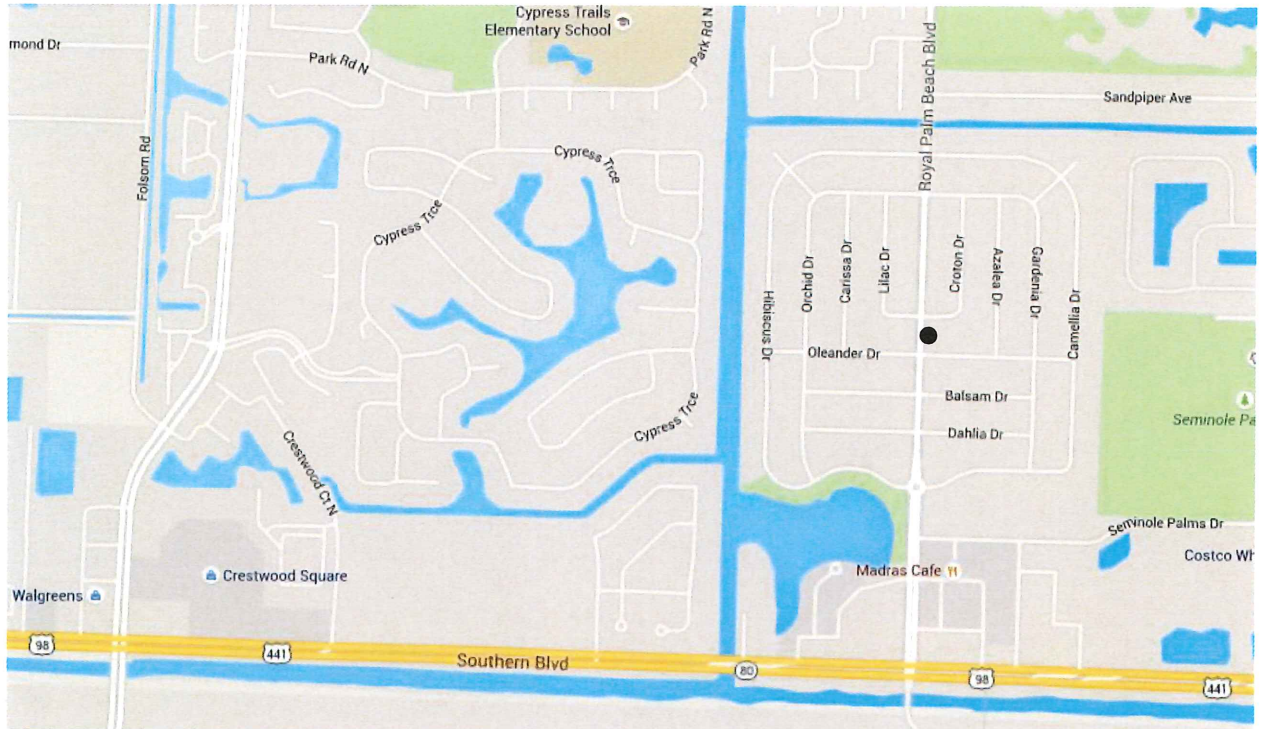
LS 1063 (26.3314289743, -80.1653736429) almost at entrance to Boca Pointe on SW 18th Street

PCN# 00-42-47-28-00-000-1040



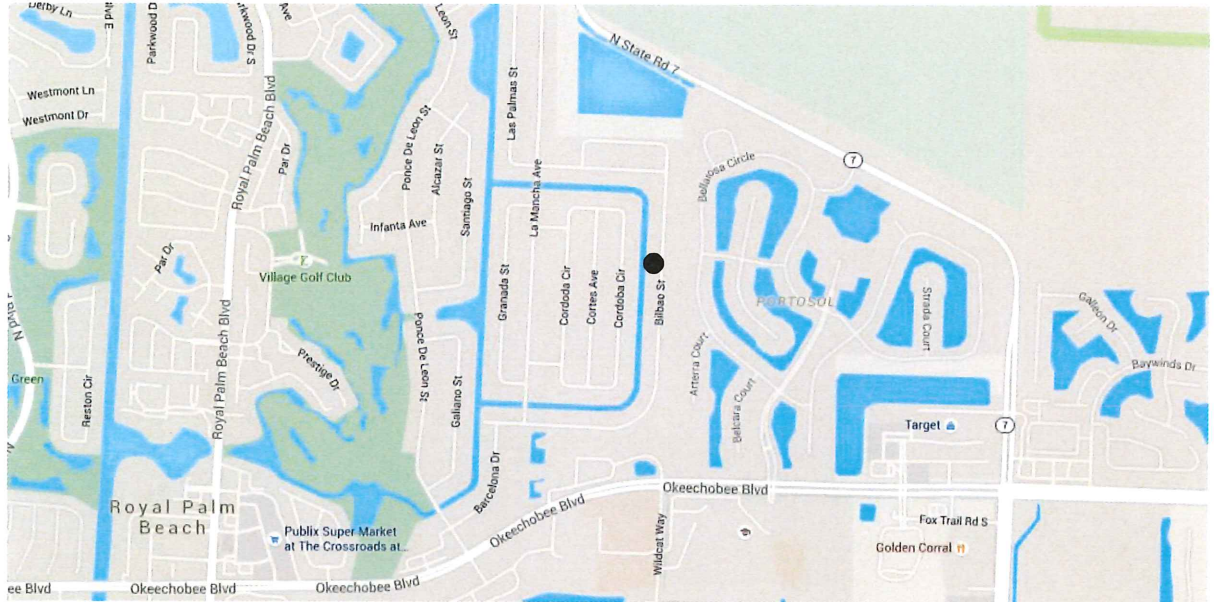
LS 4101 (Gated) (26.687639, -80.229768)

PCN# 72-41-43-26-02-014-0380



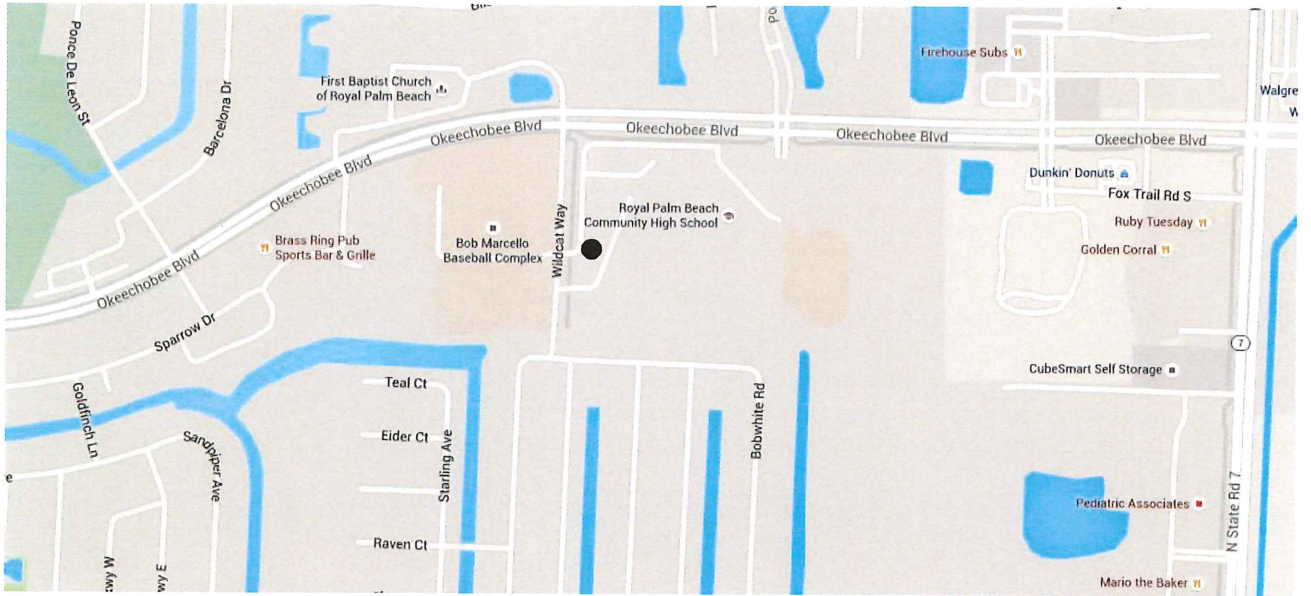
LS 4110 (26.716047761, -80.2133802628)

PCN# 72-41-43-14-01-010-0320



LS 4144 (26.7077358728, -80.2127610942)

PCN# 72-41-43-24-00-000-5010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2016

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).

PRODUCER South Shore Insurance Inc. 901 SW Martin Downs Blvd Palm City FL 34990	CONTACT NAME: Jennie Duke PHONE (A/C No. Ext.): (772) 426-9973 FAX (A/C No.): (772) 221-1960 E-MAIL ADDRESS: jennie@southshore-insurance.com														
INSURED Hinterland Group Inc. 992 W. 15th Street Riviera Beach, FL 33404	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER B : North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United States Fire Insurance Company	21113	INSURER B : North River Insurance Company	21105	INSURER C : Zurich American Insurance Company	16535	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			543-996750-6	01/31/2016	01/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <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			133-738474-5	01/31/2016	01/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5821046487	01/31/2016	01/31/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	408-727975-5	01/31/2016	01/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Inland Marine			CPP5933061-02	01/31/2016	01/31/2017	Rented/Leased Equi \$220,000

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

The Board of County Commissioners Palm Beach County, Florida (a political subdivision of the State of Florida), Palm Beach County Water Utilities Department, its officers, directors, agents and employees, Engineer, its officers, directors, agents and employees are Additional Insureds for General Liability, Auto Liability and Umbrella Liability in respects to work performed by the Named Insured, when required by written contract. Waiver of Subrogation applies on all policies in favor of the Additional Insureds.

Entered in CIP 2/1/16

CERTIFICATE HOLDER Palm Beach County, BOCC, ATTN: Water Utilities Department 8100 Forest Hill Blvd West Palm Beach, FL 33416	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 <JND>
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