

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

| | | | |
|---------------|----------------------------|---|----------------------------------|
| Meeting Date: | September 12, 2017 | Consent <input checked="" type="checkbox"/> | Regular <input type="checkbox"/> |
| | | Public Hearing <input type="checkbox"/> | |
| Department: | Water Utilities Department | | |

I. EXECUTIVE BRIEF


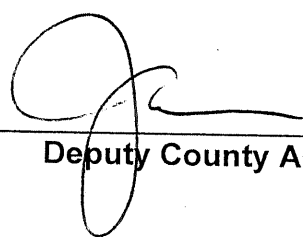
Motion and Title: Staff recommends motion to approve: Work Authorization (WA) No. 3 for the Gator Blvd., Water Main Extension; East Sugar House Rd. to Duda Rd. (Project) with Hinterland Group Inc., in the amount of \$792,003.03.

Summary: On January 10, 2017, the Board of County Commissioners (BCC) approved the Pipeline Continuing Construction Contract (Contract) with Hinterland Group Inc., (R2017-0072). WA No. 3 provides for the replacement of approximately 4,200 linear feet (LF) of an existing 8-inch water main with a new 12-inch water main along the south side of Gator Blvd., from East Sugar House Rd. to Duda Rd. in the City of Belle Glade. The installation of the new main will replace an existing problem water main and increase water flow to the communities on the east area of the City of Belle Glade along Gator Blvd. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance is 15% overall. The Contract with Hinterland Group Inc., provides for SBE participation of 15%. WA No. 3 includes 100% overall participation. The cumulative SBE participation, including WA No. 3 is 100% overall. Hinterland Group Inc., is a Palm Beach County company. The Project is included in the FY17 Capital Improvement Plan adopted by the BCC. (WUD Project No. 16-037) District 6 (MJ)

Background and Justification: The Water Utilities Department (WUD) is currently implementing projects to rehabilitate the existing water distribution and the wastewater collection system, increase system capacity and overall system reliability. WUD has identified this 8-inch water main in need of replacement in the City of Belle Glade. The Project will replace the existing water main with a new 12-inch water main.

Attachments:

- 1. Location Map
- 2. Three (3) Original Work Authorizations No. 3

| | | |
|-----------------|--|-----------------|
| Recommended By: |  Department Director | 8-16-17 Date |
| Approved By: |  Deputy County Administrator | 8/30/17 Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2017 | 2018 | 2019 | 2020 | 2021 |
|---|------------------|----------|----------|----------|----------|
| Capital Expenditures | <u>\$792,003</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>\$792,003</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 W038 Object 6543

Is Item Included in Current Budget? Yes X No

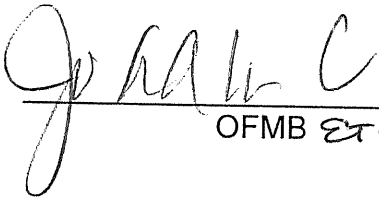
B. Recommended Sources of Funds/Summary of Fiscal Impact:

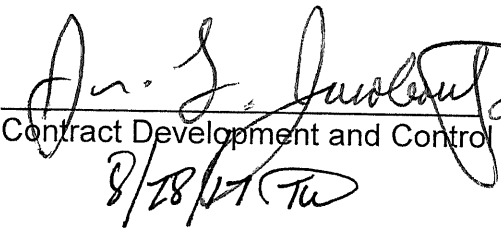
One (1) time expenditure from user fees, connection fees, and balance brought forward.


C. Department Fiscal Review: 

III. REVIEW COMMENTS

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

 8/18/17
OFMB ET 8/18 8/18

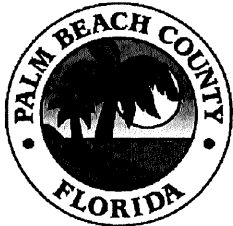
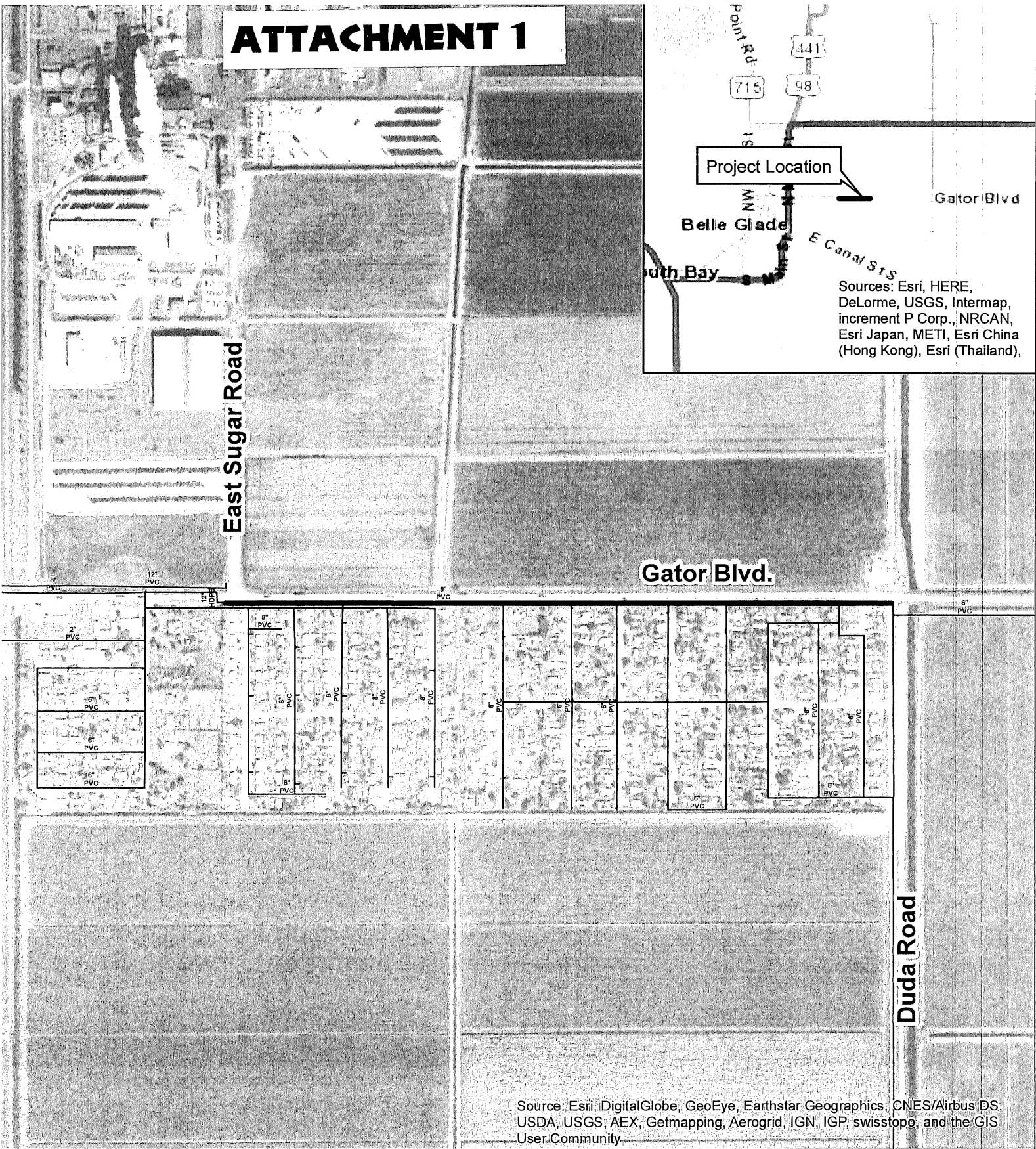
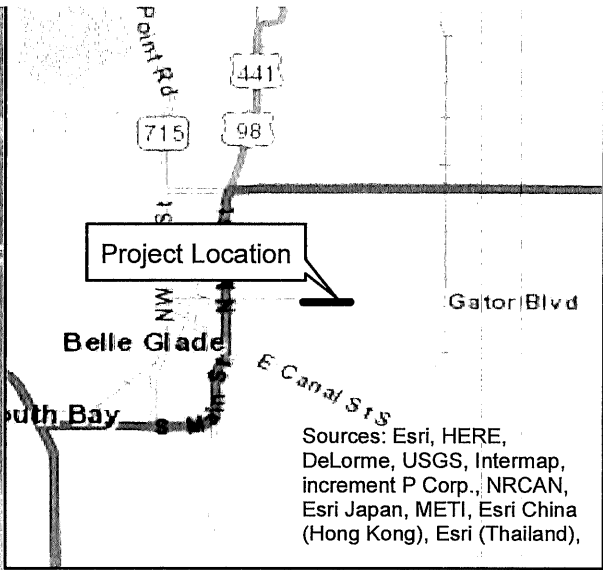
 8/28/17
Contract Development and Control 8/28/17

B. Legal Sufficiency
 8/29/17
Assistant County Attorney

C. Other Department Review:

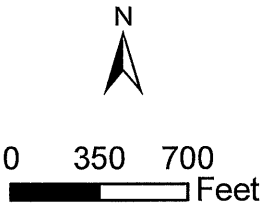
Department Director

ATTACHMENT 1



Gator Blvd. Water Main Extension;
East Sugar House Rd. to Duda Rd.

WUD Project No. 16-037
ATTACHMENT 1
OF AGENDA ITEM



- Legend**
- Proposed Water Main
 - Existing Water main

WORK AUTHORIZATION NO. 3

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 16-077

Project Title: Gator Blvd Water Main Extension; East Sugar House Rd to Duda Rd.

Project No. WUD_16-037

District: 6

Budget Line Item No. 4011 - 721 - W038 - 6543

THIS AUTHORIZATION No. 3 to the Contract for Construction Services dated January 10th, 2017 (R2017-0073), by and between Palm Beach County and the Contractor identified herein, is for the Construction Services of this Work Authorization. The Contract provides for 15 % SBE participation overall. This Work Authorization includes 100 % overall participation. The cumulative proposed SBE participation, including this authorization is 100 % overall. Additional authorization will be utilized to meet or exceed the stated overall participation goal.

1. CONTRACTOR: Hinterland Group, Inc.
2. ADDRESS: 992 W. 15th Street, Riviera Beach, FL 33404
3. Description of Services (Scope of Work) to be provided by the Contractor:
Furnish and Install all materials for a 12" water main extension on Gator Blvd from E Sugarhouse Rd. to Duda Rd. in Belle Glade. For more information see **ATTACHMENT A**.
4. Services completed by the Contractor to date:
See **ATTACHMENT G**.
5. Contractor shall begin work promptly or deliver ordered materials within the following calendar days from the issuance of Notice to Proceed (NTP):

Substantial Completion 210 Calendar Days Final
Construction Completion 240 Calendar Days
Liquidated damages will apply as follows
\$ 500 per day past substantial completion date.
\$ 250 per day past final completion date.
(For Liquidated Damages Rates see **ATTACHMENT B**)
6. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$ 792,003.03.
7. EXCEPT AS HEREBY AMENDED, CHANGED OR MODIFIED, all other terms, conditions and obligations of the Contract dated January 10th, 2017 remain in full force and effect.

WORK AUTHORIZATION NO. 3

Project No. WUD 16-037

Project Title: Gator Blvd Water Main Extension; East Sugar House Rd to Duda Rd.

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: _____
Paulette Burdick, Mayor JS

Typed Name: _____
Deputy Clerk

Date

Approved as to Form and Legal
Sufficiency

Signed: _____

Typed Name: _____
County Attorney

CONTRACTOR: Hinterland Group, Inc.

ATTEST:

Witness

Chase Rogers, PM
(Name and Title)

(Signature)

Daniel Duke III, President
(Name and Title)

(CORPORATE SEAL)

6/22/17
Date

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 3

**Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 16-077**

| | |
|-----------------------|---|
| 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. 3

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 16-077

SCOPE OF WORK FOR

Gator Blvd Water Main Extension; East Sugar Rd to Duda Rd

INTRODUCTION

Palm Beach County (County) entered into an agreement entitled Contract for Pipeline Continuing Construction Services - Palm Beach County Water Utilities Department Project No. WUD 16-077 (CONTRACT) with Hinterland Group, Inc. (CONTRACTOR) to provide construction services for various general activities on the Pipeline Continuing Construction Contract dated January 10th, 2017, (R2017 - 0072). This Work Authorization will be performed under that CONTRACT.

This Work Authorization encompasses providing services related to Installation of approximately 4,000 Linear Feet of 12-inch water main from East Sugar House Dr. to Duda Rd. along Gator Blvd and includes fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.

SCOPE OF SERVICES

Contractor shall perform the engineering Scope of Services as described

herein Installing of approximately 4,000 Linear Feet of 12-inch water main from East Sugar House Rd to Duda Rd along Gator Blvd and includes fire hydrants appurtenances, fittings and all necessary connection to provide a complete and functional water system.

COMPENSATION

Compensation shall not exceed \$792,003.03 in accordance with the unit prices established in the Contract for construction services dated January 10th, 2017 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. 3

**Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract 16-077**

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

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO.:
3 TO CONTINUING CONTRACT NO. WUD 16-077

BOND NUMBER: 0209866

WORK AUTHORIZATION/BOND AMOUNT: \$792,003.03

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 Co.

SURETY’S ADDRESS: 475 Steamboat Road
Greenwich, CT 06830

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: install raw water mains, potable water mains, fire hydrants, water services lines, wastewater force mains, reclaimed water mains and all associated appurtenances

COUNTY’S PROJECT NUMBER: WUD# 16-037 WA#3

PROJECT LOCATION: District 6

LEGAL DESCRIPTION: Gator Blvd Water Main Extension; East Sugar House Rd to Duda Rd
WUD 16-037
Gator Blvd, City of Belle Glade; Section 33; Township 43; Range 37

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 3 to Continuing Contract No. 16-077 dated on _____, ____.

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

as Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of Seven hundred ninety two thousand three dollars and three cents
Dollars (\$792,003.03)

(Here insert a sum equal to the Work Authorization/Bond Amount from page 1)

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 Work Authorization No. 3 to Continuing Contract No. 16-077 with the County for

Work Authorization Project Name: Gator Blvd Water Main Extension;
East Sugar Rd to Duda Rd

Work Authorization Project No.: 16-037

Project Description: Water Main Installation approx. 4,000LF of 12" pipe
Project Location: Palm Beach County; District 6
in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department
Location of Firm: 8100 Forest Hill Blvd, West Palm Beach, FL 33413
Phone: 561-493-6000
Fax: 561-493-6113

which Work Authorization No. 3 to Continuing Contract No. 16-077 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Work Authorization dated _____ between Principal and County for the design and construction of Gator Blvd WM Extension WUD16-037, the Work Authorization being made a part of this bond by reference, at the times and in the manner prescribed in the Work Authorization; 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 Work Authorization; 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 Work Authorization; and

4. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Authorization, 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 Work Authorization 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 Work Authorization 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.

Witness _____
Chase Rogers
Print name

Principal _____ (Seal)
Daniel Duke
Print name _____


Witness

Candy Wagner
Print name

President _____
 Title _____
 Surety _____ (Seal)
 Daniel F. Wagner
 Print name _____
 attorney in fact _____
 Title _____

ATTACHMENT D
FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Hinterland Group Inc. and Berkley Insurance Co.

We the undersigned hereby guarantee that the **Pipeline Continuing Construction Contract 2017, Project Number WUD 16-077, Work Authorization Number 3; WUD 16-037**, 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)

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:

(Seal)

By

Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company

By

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 _____ day of _____, _____.

(Seal)

Andrew M. Tuma

WAGNER BONDING & INSURANCE, INC.

June 19, 2017

Palm Beach County
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

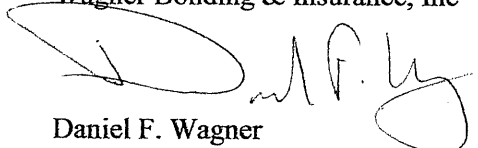
Re: **Hinterland Group, Inc.**

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 that we authorize you to date powers of attorney, bonds & form of guarantee for Pipeline Continuing Construction Contract 2017, Project Number WUD 16-077, Work Authorization Number 3; WUD 16-037.

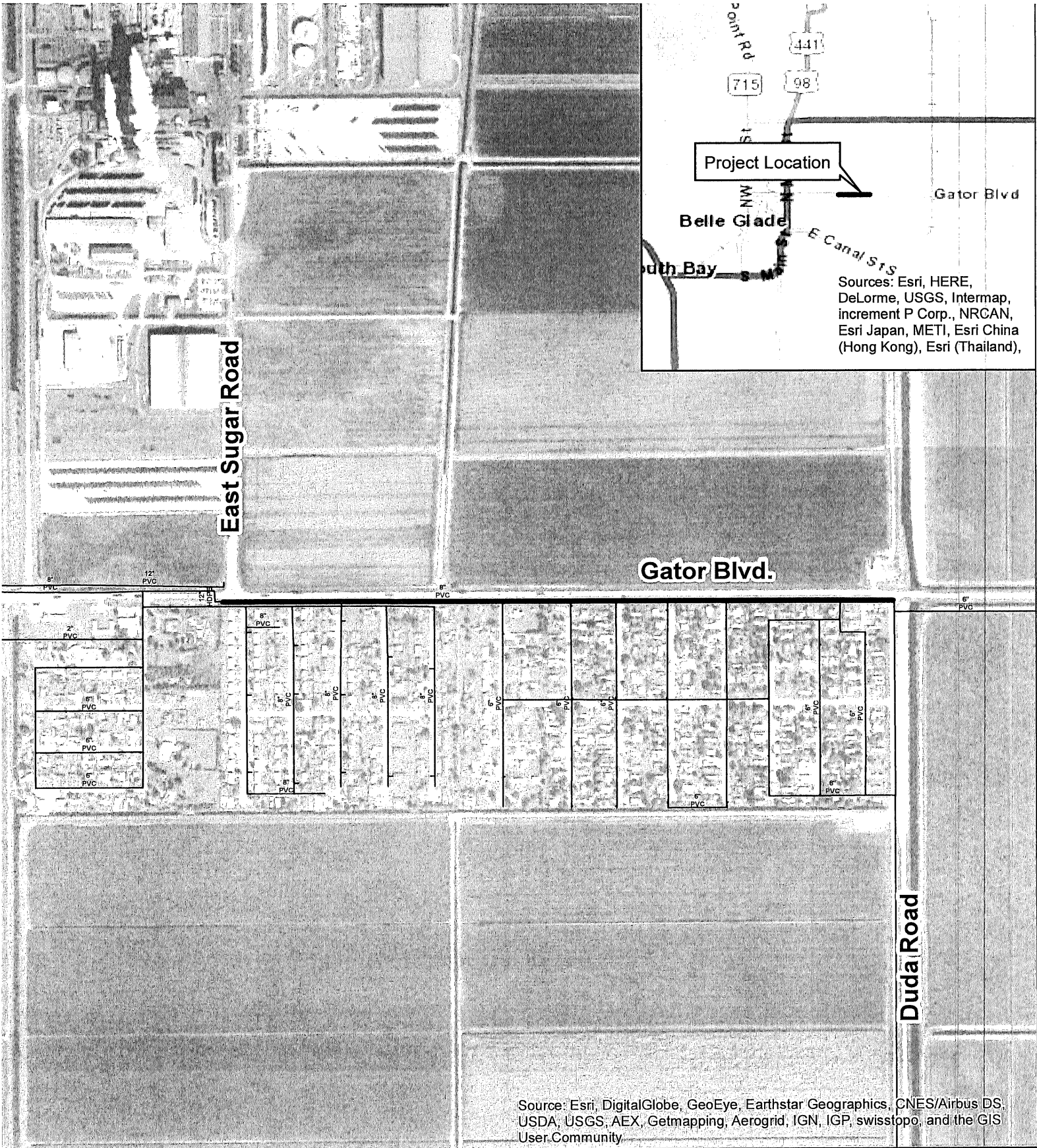
Should you have any questions or concerns, please do not hesitate to call.

Sincerely,
Wagner Bonding & Insurance, Inc



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

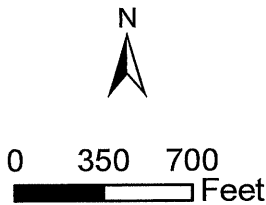
P.O. Box 91147 Lakeland, FL. 33804
Phone 863-859-9823
Fax 863-815-1864



Gator Blvd. Water Main Extension;
East Sugar House Rd. to Duda Rd.

WUD Project No. 16-037

ATTACHMENT I



- Legend**
- Proposed Water Main
 - Existing Water main

MM