PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2019		Consent [X] Public Hearing [Regular []]	
Department:	Water Utilities Department			
	I EXECUTIVE	BRIFF		

Motion and Title: Staff recommends motion to approve: Work Authorization (WA) No. 12 to the Pipeline Continuing Construction Contract (Contract) with Hinterland Group Inc., (Contractor) for the Water Main Stub-Outs and Fire Hydrant Installations along 60th Place North from 110th Avenue to 180th Avenue N (Project) in the amount of \$401,253.98

Summary: On January 10, 2017, the Board of County Commissioners (BCC) approved the Water Utilities Department (WUD) Contract (R2017-0072) with Contractor. WA No. 12 provides for the installation of various stub-outs and fire hydrants on the water main along 60th Place North, from 110th Avenue to 180th Avenue North and will include valves, associated appurtenances and site restoration in accordance with the construction documents and governing regulations. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the amended Equal Business Ordinance on October 16, 2018. The Small Business Enterprise (SBE) participation goal established by the 2002 SBE Ordinance under which this Project was solicited is 15% overall. WA No. 12 provides for 100% overall SBE participation. The cumulative SBE participation to date including WA No. 12 is 100%. Contractor is a Palm Beach County company. The Project is included in the WUD FY19 Budget. (WUD Project No. 14-064) District 6 (MJ)

Background and Justification: WUD has implemented an Infrastructure Improvement Program for continuing and improving water service to the community. Completion of the work provided for in WA No. 12 will increase availability for residents to connect to the system and provide fire protection in the District 6 area of WUD's water distribution system.

Attachments:

- 1. Three (3) Originals of Work Authorization No. 12
- 2. Location Map
- 3. Certificate of Liability Insurance

Recommended By:		6-21-19		
	O Department Director	Date		
Approved By:	Weld & Blu	6/26/19		
	Assistant County Administrator	Date		

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

A. Five Year Summar	y of Fiscal imp	act:					
Fiscal Years	2019	2020	2021	2022	2023		
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match County	\$401,254 <u>0</u> 0 0 0 0	0000	<u>0</u> <u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <u>0</u> <u>0</u> <u>0</u>	0 0 0 0 0		
NET FISCAL IMPACT	<u>\$401,254</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.: F	und <u>4011</u> D	ept <u>721</u>	_ Unit _W0	31 Obje	ect <u>6543</u>		
Is Item Included in Current	Budget?		Yes X	_ No			
Does this item include the	use of federal f	unds?	Yes	_ No	_X		
	F	Reporting Ca	ntegory <u>N/A</u>				
B. Recommended So	urces of Fund	s/Summary	of Fiscal Im	pact:			
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:							
OFMB Clayling Contract Development and Control 199							
B. Legal Sufficiencys Assistant County At	torney 6	/26/19					
C. Other Department	Review:						

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

Department Director

WORK AUTHORIZATION NO. 12

Palm Beach County Water Utilities Department Pipeline Continuing Construction Contract

Resolution # R2017-0072 Contract Dated January 10, 2017

Project Title: <u>Water Main Stub-Outs and Fire Hydrant Installations along 60th Place</u> <u>North (110th Avenue N to 180th Avenue N)</u>
WUD Project No. 14-064
Contractor: Hinterland Group Inc.
Address: 2051 West Blue Heron Blvd. Riviera Beach FL 33404
Budget Line Item No. <u>4011</u> - <u>721</u> - <u>W031</u> - <u>6543</u>
District: 6
This Work Authorization provides for: installation of various stub-outs and fire hydrants on the existing water main along a maintenance road on the north side of M-Canal, 61st St N, 60th St N, 61st Pl N and 180th Ave N with associated valves appurtenances and site restoration in accordance with the construction documents and governing regulations.
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See ATTACHMENT A for detailed scope of services.
The Contract provides for 15.00 % SBE participation. This Work Authorization includes 100.00 % participation. The cumulative proposed SBE participation, including this authorization is 100.00 %.
1. Services completed by the Contractor to date:
See ATTACHMENT B.
2. Contractor shall begin work within ten (10) calendar days from the issuance of Notice to Proceed (NTP). Execution of the Project will be accomplished as follows from the issuance of the NTP:
Substantial Completion 180 Calendar Days Final Construction Completion 210 Calendar Days
Liquidated damages will apply as follows:
\$500.00 per day past substantial completion date. \$250.00 per day past final completion date.
1 Revised 1-4-19

- 3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is $$\frac{401,253.98}{}$.
- 4. This Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.
- **5.** All Attachments to this Authorization are incorporated herein and made a part of this Work Authorization.

WORK AUTHORIZATION NO. 12

Palm Beach County Water Utilities Department

Pipeline Continuing Construction Contract Resolution # R2017-0072 Contract Dated Jan 10, 2017

Project Title: Water Main Stub-Outs and Fire Hydrant Installations along 60th Place North (110th Avenue N to 180th Avenue N)

WUD Project No.: 14-064

IN WITNESS WHEREOF, this Work 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 ATTEST:	Palm Beach County, Board of County Commissioners
Signed:	Signed:
Typed Name: Deputy Clerk	Date
Approved as to Form and Legal Sufficiency	CONTRACTOR: Hinterland Group Information
Signed:	(Signature) 900Z 900P
Typed Name:County Attorney	Chase Rogers - Project Discourse 1973 (Name and Title) Authorized Signator 9/2/19 Date
STATE OF FLORIDA	
COUNTY OF PALM BEACH	
	ne this Zoo day of APRIL, 2019,
for HINTERCAND GRAND, INC. EMILY MENG Commission # GG 240228 My Commission Expires July 19, 2022 (Pr	(Signature of Notary Public - State of Florida) EMIN MING int, Type, or Stamp Commissioned Name of Notary Public)
Personally KnownXOR Produced Identification _	Type of Identification Produced

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 12

Palm Beach County Water Utilities Department Pipeline Continuing Construction Contract Resolution #R2017-0072 Contract Dated January 10, 2017

ATTACHMENT	Α	Scope of Work
ATTACHMENT	В	Summary and Status of Work Authorizations
ATTACHMENT	С	Public Construction Bond Rider
ATTACHMENT	D	Form of Guarantee
ATTACHMENT	E	Work Authorization Schedule of Bid Items
ATTACHMENT	F	SBE Schedule 1 and Schedule 2
ATTACHMENT	G	Summary of SBE/Minority Business Tracking
ATTACHMENT	Н	Location Map

ATTACHMENT A

SCOPE OF WORK AUTHORIZATION # 12

PROJECT NO. 14-064	
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PROJECT TITLE: <u>Water Main Stub-Outs and Fire Hydrant Installations along 60th Place</u> North (110th Avenue N to 180th Avenue N)

Contractor shall perform:

Installation of 18-8" water main stub-outs and fire hydrants on the existing 12" water main along a maintenance road on the north side of M-Canal, 61st St N, 60th St N, 61st PI N and 180th Ave N with associated valves appurtenances and site restoration in accordance with the construction documents and governing regulations. Contractor to install approximately 800-ft of 8" ductile iron pipe. Completion of the stub-outs will provide an increase in availability for residents to connect to the water distribution system; while providing fire protection in these areas.

Attachment B
Summary and Status of Work Authorizations

							Approved		
Work Auth. No.	WUD Project No.	Title	Status		Project Total Amount	SBE Total Amount	SBE Participaton %	Ву	Date
1	16-014	WM & FM Replacement @ MLK Blvd & SW 10th Ave, BG	Complete	\$	324,736.43	\$ 324,736.43	100.000%	ВСС	5/16/2017
2	16-046	Palm Beach Colony WM Extension South	Complete	\$	113,277.28	\$ 113,277.28	100.000%	CRC	4/12/2017
3	16-037	Gator Blvd WM Extension	Complete	\$	792,003.03	\$ 792,003.03	100.000%	всс	9/26/2017
3.1	16-037	Gator Blvd WM Extension	Complete	\$	1,541.00	\$ 1,541.00	100.000%	WUD	5/21/2018
4	17-052	Emergency Repair - 1st & Barfield Hwy	Complete	\$	88,720.93	\$ 88,720.93	100.000%	CRC	6/12/2017
5	17-053	Military Trail WM Repair	Complete	\$	108,234.78	\$ 108,234.78	100.000%	CRC	8/23/2017
6	16-067	Priority Aerial Canal Crossing Improvement	Active	\$	765,220.20	\$ 765,220.20	100.000%	всс	9/26/2017
7	16-053	SW Belle Glade Zone 1; WM Repairs	Active	\$	1,389,257.38	\$ 1,389,257.38	100.000%	всс	12/5/2017
7.1	16-053	SW Belle Glade Zone 1; WM Repairs	Complete	\$	67,509.60	\$ 67,509.60	100.000%	CRC	12/6/2018
8	15-013	Installation of 140' of 8" DIP WM on Congress Ave Improvement; Site 8	Complete	\$	54,503.10	\$ 54,503.10	100.000%	CRC	8/15/2017
9	17-061	Fire hydrant Relocation at Pahokee Airport	Complete	\$	88,716.40	\$ 88,716.40	100.000%	CRC	11/7/2017
10	17-058	FM Improvements at Lift Station 8105	Active	\$	144,493.67	\$ 144,493.67	100.000%	CRC	12/20/2017
11	15-013	CD01- Water Main Improvements Zone 2, 3 and 4	Active	\$	1,264,998.80	\$ 1,264,998.80	100.000%	всс	10/2/2018
12	14-064	Water Main Stub-Outs and Fire Hydrant Installations Along 60th PLace North (From 110th Avenue N to 180th Avenue N)	Pending	\$	401,253.98	\$ 401,253.98	100.000%	всс	Pending
13	19-003	Installation of Water Services along 60th PL and 61st St N	Active	\$	43,130.30	\$ 43,130.30	100.000%	WUD	4/26/2019
14	19-031	Fire Hydrant Relocation on Chickasaw Road	Active	\$	33,885.03	\$ 33,885.03	100.000%	WUD	5/30/2019

WAGNER BONDING

& INSURANCE, INC.

March 18, 2019

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 that we authorize you to date powers of attorney and bonds for Pipeline Continuing 2017 Contract Resolution No. R2017-0072, Contract Date Jan 10, 2017, WUD Project No.14-064, Work Authorization No. 12; Project Title: Water Main Stubouts and Fire Hydrant Installation Along 60th Place N.

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

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 12 TO PIPELINE CONTINUING CONSTRUCTION CONTRACT RESOLUTION NO. R2017-0072 Contract Dated Jan 10, 2017

PROJECT TITLE: Water Main Stubouts a	and Fire Hydrant Installations along 60th Place North (110th Ave N to 180th Ave N
WUD PROJECT NO.: WUD 14-064	
BOND NUMBER:0222739	
WORK AUTHORIZATION/BOND	AMOUNT:
CONTRACTOR'S NAME: Hinterland	Group Inc.
CONTRACTOR'S ADDRESS:	2051 West Blue Heron Blvd, Riviera Beach FL, 33404
CONTRACTOR'S PHONE:	561-640-3503
SURETY COMPANY:	Berkley Insurance Company
SURETY'S ADDRESS:	475 Steamboat Rd., 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:	The construction scope of services as described herein; Installation of various stubouts and fire hydrants on the water main along a maintanence road on the north side of M canal.
PROJECT LOCATION:	North side of M Canal along 61st St N; 60th St N; 61st PL N and 180 Ave N
LEGAL DESCRIPTION:	S35,34 & 33; T42; R41 S05 & 06, T43; R41 S01 & 02, T43; R40
	S35 & 26; T42; R40

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 12 to Pipeline Continuing Construction Contract Resolution No. R2017-0072 dated on January 10 , 2017 .
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 <u>Four Hundred and One thousand, Two Hundred Fifty Three Dollars and Ninety Eight Cents,</u> \$401,253.98.
(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. 12 to Pipeline Continuing Construction Contract Resolution No. R201-0072 with the County for
Work Authorization Project Name: Water Main Stub-Outs and Fire Hydrant Installations along 60 th Place North (110 th Avenue N to 180 th Avenue N) Work Authorization Project No.: 14-064 Project Description: Installation of 8" water main stub-outs and fire hydrants on the existing 12" water main along 60 th PL N
Project Location: North side of M Canal along 61st St N, 60th St N, 61st St Pl N & 180th Ave North
in accordance with Design Criteria Drawings and Specifications prepared by
Name of Design Firm: Palm Beach County Water Utilities Department (WUD) Location of Firm: 8100 Forest Hill Blvd, West Palm Beach FL 33413 Phone: (561) 493-6000 Fax: (561 493-6113
which Work Authorization No. <u>12</u> to Continuing Construction Contract Resolution No. <u>R2017-0072</u> 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:
a. Performs the Work Authorization dated, 20, between Principal and County for the construction of the above project, 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

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- b. 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
- c. 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
- d. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.

6. Any action brought under this instrument jurisdiction in Palm Beach County, Florida and not e	shall be brought in the state court of competent	t
jurisdiction in Fami Beach County, Florida and not e	Surf Con	
	CORPORATE	
Witness	Principal June 26(Seal)	
	2006	
JAY BREIC	CHASE ROUCHS TO CORIDA	
Print name	Print name	
0	PROJECT DIRECTOR	
Mally Wagner	Title	
Witness /	あんか 一	
Candy Wagner	Surety (Seal)	
Print name	Toylor D. Morney	
	Taylor D. Wagner Print name	
	r mit name	
	_ Attorney-in-Fact	
	Title	

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ATTACHMENT D

FORM OF GUARANTEE

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

We the undersigned hereby guarantee that the Pipeline Continuing Construction Contract, Resolution No. R2017-0072, Contract Dated January 10, 2017, WUD Project No. 14-064, Work Authorization No. 12, Project Title: Water Main Stub-Outs and Fire Hydrant Installations along 60th Place North (110th Avenue N to 180th Avenue N), 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 Final 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. The date of Final Completion shall be the date set forth on the fully executed and acknowledged Contractor's Certification of Final Completion form. 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.

County/Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to Contract/Agreement.

SEAL	AND NOTARIAL ACKNOV	WLEDGMENT OF SURETY	
Hinte	erland Group Inc	E CORPORATE STATE	
(C	ontractor)	June 26, 2006	
By	: /N/	CORID Chase Rogers, Authorized Signator	···
•	(Signature)	(Print Name)	
Berk	dey Insurance Company	(Seal)	
(Su	rety)		
Ву	: 75 hh	Taylor D. Wagner	
. ,	(Signature)	(Print Name)	

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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 or Taylor D. 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 principal office in their own proper persons. same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, 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: without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following

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, 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 cased 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 of the company. Attest: Berkley Insurance Company Berkley Insurance Company
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 2 day of 2011. Attest: Berkley Insurance Company By Ira 8. Lederman Ira 8. Lederman Ira 8. Lederman Ira 8. Lederman
WARNING, THIS POWER INVALID IF NOT PRINTED ON BLIF "REPRILEY" SECURITY PAPER
STATE OF CONNECTICUT) SI
Tra S. Lederman Executive Vice President & Secretary WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER. STATE OF CONNECTICUT) Sworn to before me, a Notary Public in the State of Connecticut, this day of and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary and the Senior Vice President, respectively, of Berkley Insurance Companyaria C. Rundbaken NOTARY PUBLIC MY COMMISSION EXPIRES APRIL 30, 2019 CERTIFICATE 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
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

Given under my hand and seal of the Company, this ___ (Seal)

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: <u>BSGClaim@berkleysurety.com</u>

Please include with all communications 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 also identify the project to which the bond pertains.

Berkley Surety is a member company of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

ATTACHMENT E Palm Beach County Water Utilities Department Pipeline Continuing Construction Contract - WUD 16-077 WORK AUTHORIZATION NO. 42 Contractor Name:

Contractor Name:

Project No.: WUD

Hinterland Group, Incorporated

Project Name:

Installations Along 60th PLace North (From 110th Avenue N to 180th Avenue N)

<u>14-064</u>

					nd Group, porated
NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	<u>UNIT</u>	UNIT PRICE	TOTAL
5	6" DIP Push-On Joint Water Main/Reclaimed Water Main	70	L.F.	\$32.00	\$2,240.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	760	L.F.	\$32.00	\$24,320.00
14	12" DIP Push-On Joint Water Main/Reclaimed Water Main	60	L.F.	\$48.00	\$2,880.00
29	Ductile Iron Fittings for Water Main/Reclaimed Water Main	4.94	Tons	\$8,000.00	\$39,520.00
59	6" Mechanical Joint Restraint for DIP	3	Each	\$325.00	\$975.00
60	8" Mechanical Joint Restraint for DIP	80	Each	\$350.00	\$28,000.00
62	12" Mechanical Joint Restraint for DIP	57	Each	\$450.00	\$25,650.00
94	Restrain existing 6" PVC Pressure Pipe	3	Each .	\$500.00	\$1,500.00
104	8" Gate Valve & Valve Box	12	Each	\$1,380.00	\$16,560.00
110	12" Butterfly Valve & Valve Box	2	Each	\$2,000.00	\$4,000.00
120	12"X 6" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$5,400.00	\$5,400.00
121	12"X 8" Tapping Sleeve w/ Valve and Valve Box	3	Each	\$5,900.00	\$17,700.00
153	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	19	Each	\$6,000.00	\$114,000.00
157	Sample Points W/Double Strap Saddle & Corp. Stop	2	Each	\$1,000.00	\$2,000.00
158	Sample Points on Fire Hydrants	9	Each	\$500.00	\$4,500.00
187	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	19	Each	\$2,800.00	\$53,200.00
198	Asphalt Roadway Removal and Restoration (2.5" thick)	100	Sq. Yd.	\$65.00	\$6,500.00
205	Limerock/Shell Driveway or Roadway Removal and Restoration	250	Tons	\$30.00	\$7,500.00
211	Bahia Sod	1,000	Sq. Yd.	\$3.00	\$3,000.00
213	Remove Trees up to 4" diameter or Palm Trees up to 12" diameter	10	Each	\$350.00	\$3,500.00
214	Record Drawing	1,500	L.F.	\$2.00	\$3,000.00
215	Construction Survey	1,500	L.F.	\$2.00	\$3,000.00
216	Preconstruction Video Taping	1,500	L.F.	\$1.00	\$1,500.00
218	Maintenance of Traffic Residential Street	1,500	L.F.	\$1.50	\$2,250.00
221	Density Tests	30	Each	\$30.00	\$900.00
222	Proctor Tests	1	Each	\$90.00	\$90.00
232	Remove & Replace Signs	20	Each	\$350.00	\$7,000.00
233	Guardrail Removal and Restoration	100	L.F.	\$50.00	\$5,000.00
269	Silt Fence	1,000	L.F.	\$2.00	\$2,000.00
SUBTOTAL BASE BID PRICE (Item 1-286) \$387,685.					

<u>NO.</u>	ADDITIONAL WORK/MOBILIZATION/DEMOBILIZATION	QUANTITY	UNIT	UNIT PRICE	<u>TOTAL</u>
287	Additional work not included in Bid Items (Max 15% of Subtotal Base Bid Price)		Lump Sum	\$0.00	\$0.00
		T			
288	Mobilization (2.5% of Subtotal Base Bid Price)	1	Lump Sum	2.5%	\$9,692.13
289	Demobilization (1.0% of Subtotal Base Bid Price)	1	Lump Sum	1.0%	\$3,876.85
SU	BTOTAL ADDITIONAL WORK/MOBILIZATION/DEMOBILIZA	ATION BID P	RICE (Item 2	287-289)	\$13,568.98
			TOTA	L BID PRICE	\$401.253.98

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Wate	SOLICITATION/PROJECT/BID No.: WUD 14-064								
NAME OF PRIME RESPONDENT/BIDDER: Hinterland Group Inc. CONTACT PERSON: Chase Rogers					s: 2051 W Blue H	Ieron Blvd, Rivi	vd, Riviera Beach, FL 33404		
					IO.: 561-640-35	03	E-MAIL: info@l	ninterlandgroup.com	
SOLICITATION OPENING/SUBMITTAL DA	DEPARTI	MENT: WUD							
PLEASE LIST THE DOLLAR AMOUN PLEASE ALSO LIST THE DOLLAR AN PROJECT.	T OR PERCEN' MOUNT OR PE	TAGE OF WO	RK TO BE CO F WORK TO	OMPLETED BY T BE COMPLETE	HE PRIME CON D BY ALL SUBCO	TRACTOR/COI ONTRACTORS/	NSULTANT ON SUBCONSULTA	THIS PROJECT.	
(Check all Applicable Categories) Non-SBE M/WBE SBE					DOLLAR AMOUNT OR PERCENTAGE OF WORK				
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
1. Hinterland Group Inc. W Blue Heron Blvd Riviera Beach, FL 33404			x		:		\$401,253.98		
2.									
3.							-		
4.									
5.					-			-	
(Please use additional sheets if necessary)			Total				\$401,253.98		
Total Bid Price \$\$401,253.98			Total SBE	- M/WBE Participation	100%				
I hereby certify that the above information is acc	urate to the best of i	mv knowledge:			-		Project Directo	or	
I HELEDY CERTIFY WHAT THE ADOTE HIS IMMUSIC IS ACC				// / Signature	LUASE ROGERS			Title	

- 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/or M/WBE, please indicate the dollar amount under the appropriate
- 3. Modification of this form is not permitted and will be rejected upon submittal.

ATTACHMENT F

ATTACHMENT F OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOUCH	ATION/PROJECT N	UMBER: WUD 1	4-064				*****		
SOLICITA	ATION/PROJECT N	AME: Water Main S	lub-outs and Fire Hydrant in	nstallations along	60th Place North (1	10 th Ave N to 180 th Ave N)			
Name of Prime:									
(Check I	box(s) that apply) when DMBE	□M/WBE □N	ion-S/M/WBE D	ate of Paim B	each County C	ertification (if applic	able): Dec 10, 2015		
The undersigned affirms they are the following (select one from each column): <u>Column 1</u> <u>Column 2</u>									
X Male	□ Female		n-American/Black C nic American C	l Asian Ameri I Native Amer		asian American			
S/M/WBE PARTICIPATION - 5/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any 5/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. 5/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.									
Line Item		Item Descriptio	1	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage		
	See Attachi	ment E					\$401,253.98		
				<u> </u>					
	+								
	ersigned Subcontract Nowing total price or		prepared to self-perfo 100%	om the above	described work	in conjunction with the	s aforementioned project		
If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2. Price or Percentage: Name of 2 nd /3 rd tier Subcontractor/subconsultant									
Hinterland Group Inc Print name of Prime Print name of Subcontractor/subconsultant By: Authorized Signature Chase Brogers Print name Project Director Title Title									
	Date: 4)2	, - }	. , , 4 4 6 4 4 4	Date:					

REVISED 02/28/2019

ATTACHMENT E SCHEDULE OF BID ITEMS

Palm Beach County Water Utilities Department

Pipeline Continuing Construction Contract - WUD WORK AUTHORIZATION NO.

<u>16-077</u> <u>12</u>

Hinterland Group, Incorporated

Contractor Name: Project Name: Project No.: WUD

Installations Along 60th PLace North (From 110th Avenue N to 180th Avenue N) 14-064

					nd Group, porated	
NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL	
5	6" DIP Push-On Joint Water Main/Reclaimed Water Main	70	L.F.	\$32.00	\$2,240.00	
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	760	L.F.	\$32.00	\$24,320.00	
14	12" DIP Push-On Joint Water Main/Reclaimed Water Main	60	L.F.	\$48.00	\$2,880.00	
29	Ductile Iron Fittings for Water Main/Reclaimed Water Main	4.94	Tons	\$8,000.00	\$39,520.00	
59	6" Mechanical Joint Restraint for DIP	3	Each	\$325.00	\$975.00	
60	8" Mechanical Joint Restraint for DIP	80	Each	\$350.00	\$28,000.00	
62	12" Mechanical Joint Restraint for DIP	57	Each	\$450.00	\$25,650.00	
94	Restrain existing 6" PVC Pressure Pipe	3	Each	\$500.00	\$1,500.00	
104	8" Gate Valve & Valve Box	12	Each	\$1,380.00	\$16,560.00	
110	12" Butterfly Valve & Valve Box	2	Each	\$2,000.00	\$4,000.00	
120	12"X 6" Tapping Sleeve w/ Valve and Valve Box	1	Each	\$5,400.00	\$5,400.00	
121	12"X 8" Tapping Sleeve w/ Valve and Valve Box	3	Each	\$5,900.00	\$17,700.00	
153	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	19	Each	\$6,000.00	\$114,000.00	
157	Sample Points W/Double Strap Saddle & Corp. Stop	2	Each	\$1,000.00	\$2,000.00	
158	Sample Points on Fire Hydrants	9	Each	\$500.00	\$4,500.00	
187	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	19	Each	\$2,800.00	\$53,200.00	
198	Asphalt Roadway Removal and Restoration (2.5" thick)	100	Sq. Yd.	\$65.00	\$6,500.00	
205	Limerock/Shell Driveway or Roadway Removal and Restoration	250	Tons	\$30.00	\$7,500.00	
211	Bahia Sod	1,000	Sq. Yd.	\$3.00	\$3,000.00	
213	Remove Trees up to 4" diameter or Palm Trees up to 12" diameter	10	Each	\$350.00	\$3,500.00	
214	Record Drawing	1,500	L.F.	\$2.00	\$3,000.00	
215	Construction Survey	1,500	L.F.	\$2.00	\$3,000.00	
216	Preconstruction Video Taping	1,500	L.F.	\$1.00	\$1,500.00	
218	Maintenance of Traffic Residential Street	1,500	L.F.	\$1.50	\$2,250.00	
221	Density Tests	30	Each	\$30.00	\$900.00	
222	Proctor Tests	1	Each	\$90.00	\$90.00	
232	Remove & Replace Signs	20	Each	\$350.00	\$7,000.00	
233	Guardrail Removal and Restoration	100	L.F.	\$50.00	\$5,000.00	
269	Silt Fence	1,000	L.F.	\$2.00	\$2,000.00	
SUBTOTAL BASE BID PRICE (Item 1-286) \$38						

<u>NO.</u>	ADDITIONAL WORK/MOBILIZATION/DEMOBILIZATION	QUANTITY	UNIT	UNIT PRICE	TOTAL
287	Additional work not included in Bid Items (Max 15% of Subtotal Base Bid Price)		Lump Sum	\$0.00	\$0.00
288	Mobilization (2.5% of Subtotal Base Bid Price)	1	Lump Sum	2.5%	\$9,692.13
289	Demobilization (1.0% of Subtotal Base Bid Price)	1	Lump Sum	1.0%	\$3,876.85
	Demobilization (1.0% of Subtotal Base Bid Price) BTOTAL ADDITIONAL WORK/MOBILIZATION/DEMOBILIZA	1 ATION BID P			· · · · · · · · · · · · · · · · · · ·

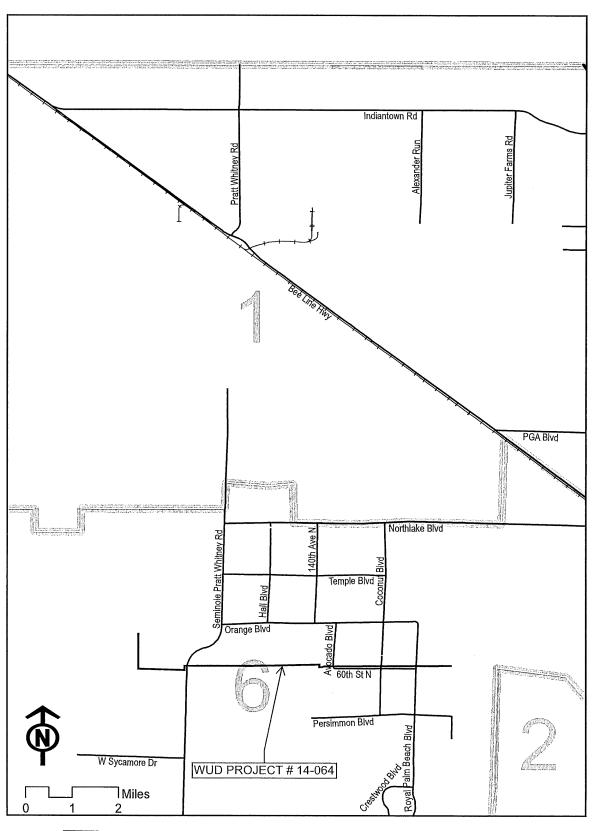
ATTACHMENT G

Palm Beach County Water Utilities Department
Pipeline Continuing Construction Contract WUD 16-077
Resolution #2017-0072 Contract Dated January 10, 2017

SUMMARY OF SBE-M/WBE MINORITY BUSINESS TRACKING

Master Contract Goal <u>15%</u>	SBE						
Current Proposal							
Value of Authorization No 12	\$401,253.98						
Value of SBE-M/WBE Letters of Intent	\$401,253.98						
Actual Percentage	100.00%						
Signed/Approved Authorizations							
Total Value of Authorizations	\$5,203,212.60						
Total Value of SBE-M/WBE Signed Subcontracts	\$5,203,212.60						
Actual Percentage	100.00%						
Signed/Approved Authorizations Plus Current Proposal							
Total Value of Authorization	\$5,604,466.58						
Total Value of Subcontracts & Letters of Intent	\$5,604,466.58						
Actual Percentage	100.00%						

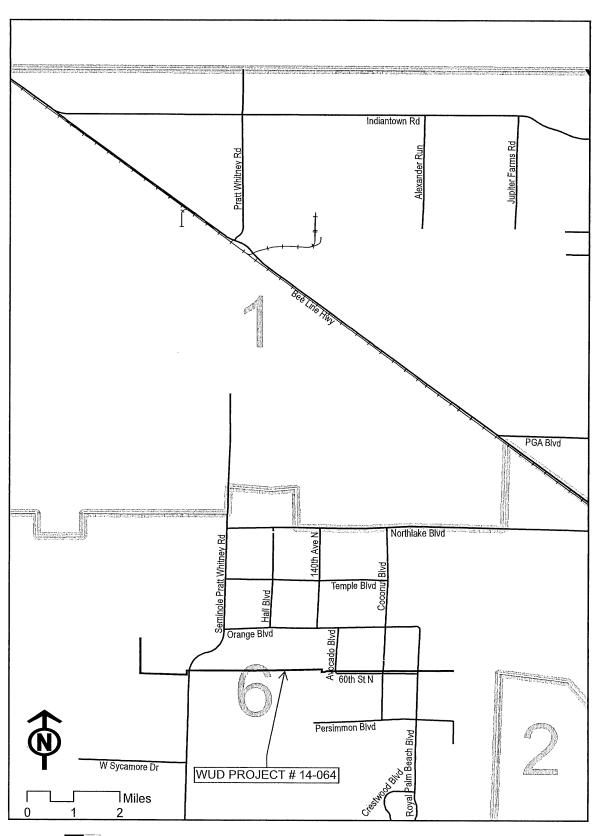
Project Location
ATTACHMENT H
WORK AUTHORIZATION # 12; WUD # 14-064
HINTERLANG GROUP INC





Location Sketch

Project Location
ATTACHMENT 2
WORK AUTHORIZATION # 12; WUD # 14-064
HINTERLANG GROUP INC





Location Sketch

ATTACHMENT 3



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/30/2019

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	CONTACT Jennie Lanman				
South Shore Insurance Inc.	PHONE [AIC, No. Ext): (772) 426-9973 [AIC, No. Ext): (772) 2	21-1960			
955 SE Central Parkway	E-MAIL A===================================				
Stuart, FL 34994	INSURER(S) AFFORDING COVERAGE	NAIC #			
	INSURER A : Hartford Casualty Insurance Company	29424			
INSURED	INSURER B : Property & Casualty Ins Comp of The Hartford	34690			
Hinterland Group Inc.	INSURER C : Sentinel Insurance Compsny	11000			
2051 W Blue Heron Blvd	INSURER D: Hartford Fire Insurance Company	19682			
Riviera Beach, FL 33404	INSURER E: The North River Insurance Company	21105			
	INSURER F:				

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.

TYPE OF INSURANCE

ADDLSUBRIGHT COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Fa occurre s 1,000,000 Α CLAIMS-MADE X OCCUR s 50,000 X XCU Coverage Included Υ 21 UEA HF5360 01/31/2019 01/31/2020 s 5,000 MED EXP (Any one person) s 1,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: s 2,000,000 GENERAL AGGREGATE POLICY X PRO- LOC s 2,000,000 PRODUCTS - COMPIOP AGG OTHER: COMBINED SINGLE LIMIT AUTOMOBILE LIABILITY \$1,000,000 В BODILY INJURY (Per person) X ANY AUTO X SCHEDULED AUTOS NON-OWNED AUTOS ALL OWNED BODILY INJURY (Per accident) Υ Υ 21 UEA HF5507 01/31/2019 01/31/2020 PROPERTY DAMAGE (Per accident) HIRED AUTOS UMBRELLA LIAB X s 10,000,000 **EACH OCCURRENCE** F **EXCESS LIAB** 582-109804-8 01/31/2019 01/31/2020 s 10,000,000 CLAIMS-MADE AGGREGATE DED RETENTIONS WORKERS COMPENSATION
AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE (
OFFICER/MEMBER EXCLUDED?
(Mandatory In NH)
(Mandatory In NH) X PER OTH s 1,000,000 E.L. EACH ACCIDENT С Υ N/A Y 21 WBA ABOMTJ 01/31/2019 01/31/2020 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 f yes, describe under DESCRIPTION OF OPERATIONS b 1,000,000 E.L. DISEASE - POLICY LIMIT Transit Coverage \$2,000,000 D Inland Marine 21UUMHF5845 01/31/2019 01/31/2020 Rented/Leased Equi \$300,000

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

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

The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida) is hereby named as additional insured under the terms of the policy on blanket form when required by written contract/agreement with the insured executed prior to injury or damage. Palm Beach County Water Utilities Department, its officers, directors, agents and employees are hereby named as additional insured on blanket form under the terms of this policy when required by written contract/agreement with the insured executed prior to injury or damage. The engineer, its officers, agents, and employees are hereby named as additional insured under the terms of this policy when required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of subrogation on blanket form is also provided when required by written contract/agreement with the insured executed prior to injury or damage. Blanket Waiverof Subrogation for Workers Compensation is included when required by written contract/agreement with the insured executed prior to injury or damage.

[Additional insured and waiver of subrogation in accordance with policy form HCG00010916). Project: 15-098B

(Additional insured and waiver of subrogation in accordance with policy form HCG00010916), Project: 15-098B CERTIFICATE HOLDER CANCELLATION

	Palm Beach County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
į	Water Utilities Department C/o JDi Data Corporation	ACCORDANCE WITH THE POLICY PROVISIONS.
	100 W Cypress Creek Road, Suite 1052 Ft. Lauderdale FL 33309	AUTHORIZED REPRESENTATIVE
		() SANNIS LANMAN () 1988-2014 ACORD CORPORATION All rights reserved

ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD