

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

Meeting Date:	March 9, 2021	Consent [X]	Regular []
		Public Hearing []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A)** approve an Interlocal Agreement with the Westgate Community Redevelopment Agency (CRA) relating to Utility Construction; **B)** authorize the County Administrator or designee to execute a letter amendment to the Interlocal Agreement to increase the share of CRA costs in Phase 1 and Phase 2 of the Belvedere Heights Water Main Replacement Project (Project); **C)** authorize the County Administrator or designee to execute a Memorandum of Phase 2 costs to incorporate Phase 2 project costs into the Interlocal Agreement; **D)** approve Emergency Procurement for the Project; **E)** Approve Work Authorization (WA) No. 6 to the 2019 Pipeline Continuing Construction Contract (Continuing Contract) with Centerline Utilities, Inc. (Centerline) for Phase 1 of Project in the amount of \$1,856,052.41.

Summary: On July 14, 2020, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2020-0862) with Centerline. WA No. 6 provides for the installation of approximately 4,000 linear feet of 8-inch water main, associated fire hydrants, water services, and 4,100 linear feet of 18-inch drainage pipe within the Belvedere Heights residential community located in West Palm Beach. The majority of the work under WA No. 6 was not contained within the bid line items for the Continuing Contract and is greater than the allowance for non-bid items, therefore requiring re-bidding the work or an emergency procurement. The procurement must be an emergency procurement since the delay incident in re-bidding the work would be detrimental to the interests of the County by: a) causing the sidewalk and lighting improvement project within Belvedere Heights not to be started on time and therefore, lose their grant funding, b) delaying drainage improvements needed to alleviate flooding risks, and/or c) significantly increasing restoration costs and traffic interruptions due to the water main improvements being installed separately from the drainage improvements. The County and the CRA have both reviewed the value of the work contained in the bid line items in the Continuing Contract and have satisfied themselves that the prices for the work not in bid line items are reasonable and competitive. Per the Interlocal Agreement with the CRA, PBCWUD will be responsible for the costs associated with the water main improvements, and the CRA will be responsible for the costs associated with the drainage improvements. Upon completion of the Project, the water main facilities will be owned, operated, and maintained by PBCWUD, and the drainage facilities will be owned, operated, and maintained by the CRA.



The Continuing Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On January 15, 2020, the Goal Setting Committee applied an Affirmative Procurement Initiative of a mandatory 20% Small Business Enterprise (SBE) subcontracting participation of which 5% shall be among certified African American and/or Hispanic American owned firms. The Continuing Contract provides for 20.05% SBE participation, which includes 10.29% MBE participation, 6.51 MBE (H) and 3.78% MBE (B). WA No. 6 includes 20.44% SBE participation which includes 7.27% MBE participation, 7.27% MBE (H). The cumulative SBE participation including WA No. 6 is 20.75% SBE, which includes 9.70% MBE (H). Centerline is headquartered in Palm City, Florida, but maintains an office in Palm Beach County from which the majority of the work under WA No. 6 will be undertaken. The Project is included in the PBCWUD FY21 budget. (PBCWUD Project No. 19-086) District 2 (MJ)

Background and Justification:

See Page 3

Attachments:

1. Three (3) Originals of Interlocal Agreement
2. Three (3) Originals of Work Authorization No. 6
3. Location Map
4. Certificate of Liability Insurance

Recommended By:		<u>2-1-2021</u>	
	Department Director	Date	
Approved By:		<u>2/25/21</u>	
	Assistant County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$1,856,053	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$1,856,053	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit W031 Object 6543

Is Item Included in Current Budget? Yes X No

Does this item include the use of federal funds? Yes No X

Reporting Category N/A

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: _____ GE

III. REVIEW COMMENTS

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

Delegated 2/5/21
PAH OFMB BL 2/5

John J. Jurek 2/9/21
 Contract Development and Control
 2/9/21 TW

B. Legal Sufficiency:

[Signature] 2/23/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Background and Justification:

Palm Beach County Engineering and Public Works (County Engineering) is proposing sidewalk and lighting improvements within Belvedere Heights. The proposed improvements will require relocation of the existing water main. PBCWUD is also in coordination with the CRA, who wishes to perform drainage improvements along with the PBCWUD water main improvement project, both of which need to be completed prior to the County Engineering project scheduled for August 2021.

The construction services to be performed by Centerline exceeds the allowance provided in the term of the Continuing Contract and necessitates an emergency procurement as defined in the Palm Beach County Purchasing Code. The project cost of \$1,856,052.41 consists of: a) \$1,187,667.00 of work contained in bid line items of the Continuing Contract, and b) \$668,385.41 of work not bid in line items. Since the value of the work not contained in bid line items far exceeds the allowance provided for in the terms of the Continuing Contract, there are only two options available to the County: a) abandon the use of the Continuing Contract and re-bid the work as a separate project-specific contract, or b) declare the procurement an emergency.

The Purchasing Code defines an emergency purchase as “a procurement made in response to a need when the delay incident to complying with all governing rules, regulations, or procedures would be detrimental to the interests, health, safety, or welfare of the County.

The time associated with re-bidding the work is estimated to be 4-6 months which includes: 1) the preparation of the bid package, 2) bid advertisement, 3) preparation of the bid responses by contractors, 4) evaluation of bids by Staff, 5) a modest amount of time for a protest (if any), and 6) award by the BCC. In this case, the delay incidental to re-bidding the work (instead of using the Continuing Contract), would be detrimental to the interests of the County as the three (3) entities who desire to perform construction services at different times would impact the Belvedere Heights neighborhood significantly and be injurious to the public welfare. Allowing Centerline to perform construction services will reduce the time it takes to complete the project, as well as minimize the overall restoration cost that would have been expended if the construction services for these projects were completed separately.

County staff and the CRA have reviewed the value of the work not contained in bid line items by review of previous project bid tabs and market/industry pricing and conditions and have satisfied themselves that the prices for the work not in the bid line items are reasonable.

The work undertaken by Centerline will benefit the County by allowing a single Contractor to perform both water main and drainage improvements prior to the sidewalk and lighting improvements, while reducing the construction cost that would have been expended if the two improvement projects were completed separately.

The existing water mains to be replaced under the Project are undersized and lack adequate fire protection. Completion of the work provided for in WA No. 6 will increase fire protection in the area, restore the service life, and increase the efficiency and effectiveness of the water distribution system. The Project will also help to reduce the operations and maintenance workload and associated cost.

The Project will also help to improve drainage within the Belvedere Heights residential community. Inclusion of the drainage work in the water main improvements project will save costs, reduce interruption to vehicular traffic and residents, and ensure the project is completed on time.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
WESTGATE COMMUNITY REDEVELOPMENT AGENCY REGARDING UTILITY
CONSTRUCTION**

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **WESTGATE COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district of Palm Beach County, organized created under the provisions of Chapter 163, Florida Statutes (hereinafter "CRA").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County is in the process of constructing a project within the Belvedere Heights residential community located within the CRA in which the County's contractor will install water mains and drainage facilities ("Project"); and

WHEREAS, the Project will consist of two phases, with Phase 1 consisting of the installation of approximately 5,500 linear feet of water main and 2,800 linear feet of drainage facilities; and

WHEREAS, the parties wish to coordinate on the Project, with the County being responsible for the costs of the installation of the water main, and the CRA being responsible for the installation of the drainage facilities; and

WHEREAS, coordination on the Project will provide monetary savings, as well as reduce interruption to vehicular and pedestrian traffic, thereby providing benefits to both the CRA and the County.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and CRA hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Term/Effective Date. This Agreement shall become effective upon approval by both parties and continue until the completion of all obligations set forth herein. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners (the "Effective Date").
3. Phase 1. The County shall be responsible for the bidding, contracting, and supervision of the selected contractor for the completion of Phase 1 of the Project. Attached hereto and incorporated herein as **Exhibit "A"** is a cost estimate of Phase 1. CRA shall be responsible for the costs of all services designated as the responsibility of the CRA in **Exhibit A**. The CRA shall make payments to

the County in accordance with Section 5 below. Should changing conditions increase the CRA's share of the costs, County shall provide notice of the increase to the CRA, and, should the CRA wish to continue the construction, the County Authorized Designee and the CRA Authorized Designee shall execute a letter amendment to this Agreement modifying **Exhibit "A"** hereto.

4. Phase 2. It is the intention of the parties that, following the completion of Phase 1 of the Project, additional water main and drainage facilities will be installed by the County's contractor within the CRA ("Phase 2"). However, the exact scope and costs of Phase 2 are unknown as of the Effective Date of this Agreement. Therefore, the parties agree to incorporate Phase 2 of the Project into this Agreement in the following manner: Following the selection of a contractor, County and CRA shall prepare a cost estimate with respect to the CRA's expected contribution towards Phase 2 of the project based upon all available data at the time and the County Authorized Designee and the CRA Authorized Designee shall then execute a memorandum, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**, in order to confirm that the CRA agrees to provide the funds for its share of Phase 2 of the Project. Should changing conditions increase the CRA's share of the costs, County shall provide notice of the increase to the CRA, and, should the CRA wish to continue the construction, the County Authorized Designee and the CRA Authorized Designee shall execute a letter amendment to this Agreement modifying **Exhibit "A"** hereto.

5. Payment. During construction of the Project, County shall invoice the CRA based on approved pay applications submitted to the County for which the CRA shall not unreasonably refuse to pay. CRA will, within seven (7) days after receipt of each invoice, either by non-response indicate agreement to pay County or return the invoice to County indicating in writing CRA's reasons for refusing to make payment due. Where accepted, said payment shall be made by CRA within thirty (30) days of receipt of invoice from the County. Following completion of each phase of the Project, and after "As-built" quantities are established, the County and CRA shall agree as to the final cost of each phase of the Project. County shall provide CRA with a final invoice. CRA will, within seven (7) days after receipt of final invoice, either indicate in writing agreement to pay County or return the invoice to County indicating in writing CRA's reasons for refusing to make payment, for which the CRA shall not unreasonably withhold. Where accepted, said payment shall be made by CRA within (30) days of receipt of invoice from the County. If it is determined that the CRA overpaid for their portion of the Project, a refund request shall be submitted in writing to County within (25) days of final invoice. Following payment by the CRA, a bill of sale in an agreed-upon form shall be provided to the CRA from the County and the County's contractor.

6. Authorized Designees. The County Authorized Designee shall be the County Administrator or their designee. The CRA Authorized Designee shall be CRA Executive Director. Both parties covenant and agree that their respective Authorized Designee is authorized to take the actions set forth herein and that such actions shall have the same force and effect as if approved and executed by the governing bodies of the County and the CRA.

7. Termination: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The

parties may mutually agree to extend the time for cure and/or termination.

8. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and CRA shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

9. Indemnification County and CRA acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and CRA agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

10. Force Majeure In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

11. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

12. Successors and Assigns County and CRA each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor CRA shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

13. Waiver. The failure of either party to insist on the strict performance of any of the

agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

14. Severability If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

15. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to CRA, shall be mailed or delivered to CRA at:

Westgate CRA
1280 N. Congress Ave. Suite 215
West Palm Beach, FL 33409
Attn: Elizee Michel, AICP, Executive Director

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Department Director

with a copy not to constitute notice to:

County Attorney
301 North Olive Ave.
Suite 601
West Palm Beach, FL 33401

16. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

17. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

18. Entirety of Agreement. County and CRA agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

19. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

20. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the CRA.

21. Non-discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the CRA represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

22. E-Verify - Employment Eligibility. CRA warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CRA shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Authority's contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

County shall terminate this Agreement if it has a good faith belief that CRA has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and CRA have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court & Comptroller

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk

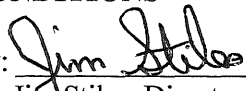
By: _____
Dave Kerner, Mayor

(SEAL)


APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
County Attorney

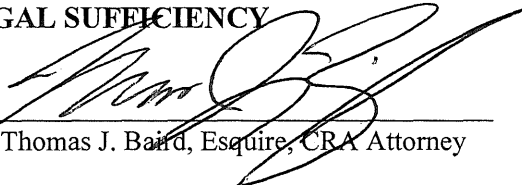
By:  _____
Jim Stiles, Director of Water Utilities R.E.

WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY BY ITS BOARD OF COMMISSIONERS

By:  _____
Ronald L. Daniels, Westgate CRA Chair

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By:  _____
Thomas J. Baird, Esquire, CRA Attorney

**EXHIBIT A
PROJECT COSTS - PHASE 1**

<p>Centerline, Inc. 2160 SW Poma Drive * Palm City, FL 34990 * Phone (561) 689.3917 * Fax (561) 689.0017 Date: 12/16/2020 To: Palm Beach County Water Utilities Department Attn: Ralph Estline From: Centerline, Inc. Project: Belvedere Heights WM & Storm Drain Improvements - Phase 1 (Based on WM plans by Mock Ross Consulting Eng's Dated Nov., 2020 & Storm Drain Plans by Ensevally Group, Inc., dated Oct., 2020)</p>						
PBCWUD Item No.	Size	Description	Qty	Unit	Unit Cost	Extension
4	8"	PVC Push-On Joint WM / RCWM / FM	40	LF	\$ 17.00	\$ 680.00
7	8"	PVC Push-On Joint WM / RCWM / FM	3900	LF	\$ 24.00	\$ 93,600.00
8	8"	DIP Push-On Joint Water Main/Reclaimed Water Main	95	LF	\$ 38.00	\$ 3,610.00
10	10"	PVC Push-On Joint WM / RCWM / FM	20	LF	\$ 30.00	\$ 600.00
28		Ductile Iron Fittings for Water Main/Reclaimed Water Main	1,92	TN	\$ 5,500.00	\$ 10,560.00
40	6"	Mechanical Joint Restraint for DIP	8	EA	\$ 575.00	\$ 4,600.00
41	8"	Mechanical Joint Restraint for DIP	24	EA	\$ 600.00	\$ 14,400.00
42	12"	Mechanical Joint Restraint for DIP	26	EA	\$ 650.00	\$ 16,900.00
51	6"	Mechanical Joint Restraint for PVC	3	EA	\$ 600.00	\$ 1,800.00
52	6"	Mechanical Joint Restraint for PVC	85	EA	\$ 625.00	\$ 53,125.00
53	10"	Mechanical Joint Restraint for PVC	12	EA	\$ 650.00	\$ 7,800.00
59	8"	Joint Restraint Gasket DIP (Field Lock or Fast Grip)	3	EA	\$ 240.00	\$ 720.00
64	8"	PVC Pressure Pipe Restraint Harness	23	EA	\$ 240.00	\$ 5,520.00
74		Restrain existing 12" DIP Pressure Pipe	12	EA	\$ 1,200.00	\$ 14,400.00
76		8" Gate Valve & Valve Box	2	EA	\$ 990.00	\$ 1,980.00
77		8" Gate Valve & Valve Box	10	EA	\$ 1,400.00	\$ 14,000.00
78		12" Gate Valve & Valve Box	3	EA	\$ 2,500.00	\$ 7,500.00
142		Fire Hydrant Assembly with Cap/Nator Caps, 6" Gate Valve & Ancher-Fee-Assembly & 10-ft of 6" R.J. DIP	8	EA	\$ 4,500.00	\$ 36,000.00
146		Sample Points on Fire Hydrants	7	EA	\$ 1,000.00	\$ 7,000.00
159		Short Single 5/8" Mtr Svc (1-1/2" Polyethylene) (up to 10' long)	11	EA	\$ 1,200.00	\$ 13,200.00
161		Short Double 5/8" Mtr Svc (1-1/2" Polyethylene) (up to 10' long)	20	EA	\$ 1,300.00	\$ 26,000.00
163		Long Single 5/8" Mtr Svc (1-1/2" Poly w/ 3" Casing up to 40' long)	15	EA	\$ 1,700.00	\$ 25,500.00
165		Long Dbl 5/8" Mtr Svc (1-1/2" Poly w/ 3" Case up to 40' long)	24	EA	\$ 2,000.00	\$ 48,000.00
174		6" Asbestos Pipe Removal/Abatement	60	LF	\$ 14.50	\$ 870.00
177		4-12" Connect to Existing	7	EA	\$ 3,300.00	\$ 23,100.00
180		Grouting/Deactivation of Existing 6" Pipe	5450	LF	\$ 8.00	\$ 43,600.00
184		Milling of Asphalt (1")	10452	SY	\$ 8.00	\$ 83,616.00
185		Asphalt Overlay (1")	589	TN	\$ 200.00	\$ 117,800.00
186		Asphalt Roadway Removal and Restoration (2.5" thick)	470	SY	\$ 50.00	\$ 23,500.00
188		Asphalt Driveway Removal and Restoration (1.5" thick)	640	SY	\$ 60.00	\$ 38,400.00
189		Concrete Driveway Removal and Restoration	2620	SY	\$ 56.00	\$ 146,720.00
191		Concrete Paver Bldk Driveway Removal and Restoration	1150	SY	\$ 88.00	\$ 101,200.00
192		Painted Concrete Driveway Removal and Restoration	110	SY	\$ 56.00	\$ 6,160.00
193		Linerock/Shell DW or Rdwy Remove and Restoration (Item also used for Temp DW's, as needed, between Water Main, Drainage & Swale Work)	1413	TN	\$ 29.00	\$ 40,977.00
198		Fluorim Sod	2926	SY	\$ 5.50	\$ 16,093.00
199		Banks Sod	5434	SY	\$ 3.50	\$ 19,019.00
202		Record Drawing	8521	LF	\$ 2.00	\$ 17,242.00
203		Construction Survey	8521	LF	\$ 2.25	\$ 19,397.25
204		Preconstruction Video Taping	8521	LF	\$ 0.75	\$ 6,465.75
205		Mail Box Removal and Reinstallation	60	EA	\$ 75.00	\$ 4,500.00
206		Maintenance of Traffic Residential Street	8521	LF	\$ 2.00	\$ 17,242.00
207		Maintenance of Traffic Arterial Roadway	1500	LF	\$ 3.00	\$ 4,500.00
209		Density Tests	375	EA	\$ 30.00	\$ 11,250.00
210		Proctor Tests	12	EA	\$ 110.00	\$ 1,320.00
211		Concrete 12"x6" Cylinder Tests	35	EA	\$ 110.00	\$ 3,850.00
218		Remove & Replace Slips	10	EA	\$ 150.00	\$ 1,500.00
255		6" Single Line Stop (for PVC/DIP/CIP/IAC)	1	EA	\$ 7,400.00	\$ 7,400.00
258		12" Single Line Stop (for PVC/DIP/CIP/IAC)	2	EA	\$ 9,500.00	\$ 19,000.00
(A) SUBTOTAL BASE BID (Bid Items 4 - 258) \$ 1,187,857.00						
259		Additional Work Not Included in Bid Items (Max 16% of Subtotal Base Bid)	1	LS	\$ 626,817.06	\$ 626,817.06
260		Mobilization (2.5% of Subtotal Base Bid)	1	LS	\$ 29,691.69	\$ 29,691.69
261		Demobilization (1% of Subtotal Base Bid)	1	LS	\$ 11,876.67	\$ 11,876.67
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 259-261) \$ 668,385.41						
TOTAL BID PRICE (A+B) \$ 1,856,242.41						

PBCWUD

Related to:	Water Main Qty.	Water Main Unit Price	Water Main Extension
AI WM:	40	\$ 17.00	\$ 680.00
AI WM:	3900	\$ 24.00	\$ 93,600.00
AI WM:	95	\$ 38.00	\$ 3,610.00
AI WM:	20	\$ 30.00	\$ 600.00
AI WM:	1,92	\$ 5,500.00	\$ 10,560.00
AI WM:	8	\$ 575.00	\$ 4,600.00
AI WM:	24	\$ 600.00	\$ 14,400.00
AI WM:	26	\$ 650.00	\$ 16,900.00
AI WM:	3	\$ 600.00	\$ 1,800.00
AI WM:	85	\$ 625.00	\$ 53,125.00
AI WM:	12	\$ 650.00	\$ 7,800.00
AI WM:	3	\$ 240.00	\$ 720.00
AI WM:	23	\$ 240.00	\$ 5,520.00
AI WM:	12	\$ 1,200.00	\$ 14,400.00
AI WM:	2	\$ 990.00	\$ 1,980.00
AI WM:	10	\$ 1,400.00	\$ 14,000.00
AI WM:	3	\$ 2,500.00	\$ 7,500.00
AI WM:	8	\$ 4,500.00	\$ 36,000.00
AI WM:	7	\$ 1,000.00	\$ 7,000.00
AI WM:	11	\$ 1,200.00	\$ 13,200.00
AI WM:	20	\$ 1,300.00	\$ 26,000.00
AI WM:	15	\$ 1,700.00	\$ 25,500.00
AI WM:	24	\$ 2,000.00	\$ 48,000.00
AI WM:	60	\$ 14.50	\$ 870.00
AI WM:	7	\$ 3,300.00	\$ 23,100.00
AI WM:	5450	\$ 8.00	\$ 43,600.00
AI WM:	0	\$ -	\$ -
AI WM:	0	\$ -	\$ -
WM:	25	\$ 50.00	\$ 1,250.00
WM, Storm/Swale	450	\$ 60.00	\$ 27,000.00
WM, Storm/Swale	1000	\$ 56.00	\$ 56,000.00
WM, Storm/Swale:	675	\$ 88.00	\$ 59,400.00
WM, Storm/Swale:	110	\$ 56.00	\$ 6,160.00
Qty split. If Drain pulled; Qty likely goes up for WM only:	1463	\$ 5.50	\$ 8,046.50
Qty split. If Drain pulled; Qty likely goes up for WM only:	2717	\$ 3.50	\$ 9,509.50
	4445	\$ 2.00	\$ 8,890.00
	4445	\$ 2.25	\$ 10,011.25
	4445	\$ 0.75	\$ 3,333.75
	35	\$ 75.00	\$ 2,625.00
If Drain pulled; Qty likely goes up to cover WM only Scope:	4445	\$ 2.00	\$ 8,890.00
If Drain pulled; Qty likely goes up to cover WM only Scope:	750	\$ 3.00	\$ 2,250.00
	200	\$ 30.00	\$ 6,000.00
	7	\$ 110.00	\$ 770.00
	17	\$ 110.00	\$ 1,870.00
	6	\$ 150.00	\$ 900.00
	1	\$ 7,400.00	\$ 7,400.00
	2	\$ 9,500.00	\$ 19,000.00
(A) SUBTOTAL BASE BID (Bid Items 4 - 258) \$ 719,811.00			
		\$ 52,408.30	\$ 52,408.30
		\$ 17,995.28	\$ 17,995.28
		\$ 7,198.11	\$ 7,198.11
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 259-261) \$ 77,601.68			
TOTAL BID PRICE (A+B) \$ 797,412.69			

Westgate CRA

Related to:	Storm/Swale Qty.	Storm/Swale Unit Price	Storm/Swale Extension	Grand Total WM, Storm/Swale
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
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	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
All Storm/Swale:	10452	\$ 8.00	\$ 83,616.00	
All Storm/Swale:	589	\$ 200.00	\$ 117,800.00	
Storm/Swale:	445	\$ 50.00	\$ 22,250.00	
Storm/Swale:	190	\$ 60.00	\$ 11,400.00	
Storm/Swale:	1620	\$ 56.00	\$ 90,720.00	
Storm/Swale:	475	\$ 88.00	\$ 41,800.00	
Storm/Swale:	0	\$ -	\$ -	
All Storm/Swale:	1413	\$ 29.00	\$ 40,977.00	
	1463	\$ 5.50	\$ 8,046.50	
	2717	\$ 3.50	\$ 9,509.50	
	4176	\$ 2.00	\$ 8,352.00	
	4176	\$ 2.25	\$ 9,396.00	
	4176	\$ 0.75	\$ 3,132.00	
	25	\$ 75.00	\$ 1,875.00	
If Drain pulled; Qty likely goes up to cover WM only Scope:	4176	\$ 2.00	\$ 8,352.00	
If Drain pulled; Qty likely goes up to cover WM only Scope:	750	\$ 3.00	\$ 2,250.00	
	175	\$ 30.00	\$ 5,250.00	
	5	\$ 110.00	\$ 550.00	
	18	\$ 110.00	\$ 1,980.00	
	4	\$ 150.00	\$ 600.00	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
(A) SUBTOTAL BASE BID (Bid Items 4 - 258) \$ 467,856.00 \$ 1,187,667.00				
		\$ 574,408.76	\$ 574,408.76	
		\$ 11,695.40	\$ 11,695.40	
		\$ 4,678.56	\$ 4,678.56	
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 259-261) \$ 590,783.72 \$ 668,385.41				
TOTAL BID PRICE (A+B) \$ 1,058,639.72 \$ 1,856,052.41				

Details for Item 259 (Above):						
259A	10" HDPE Directional Dr# WM / RCWM / FM (NO 10" BORE ITEM IN ORIGINAL CONTRACT)	390	LF	\$	118.92	\$ 46,378.80
259B	10" DIPVC x HDPE Adapter (NO 10" ADAPTER ITEM IN ORIGINAL CONTRACT)	4	EA	\$	1,475.00	\$ 5,900.00
259C	18" RCP Storm Pipe (Majority Short / Road Crossing Pipe) (+/-25 Loc's)	861	LF	\$	108.27	\$ 93,220.47
259D	18" HDPE Storm Pipe	3315	LF	\$	50.84	\$ 168,534.60
259E	3" Type 'C' Inlet	41	EA	\$	2,995.47	\$ 122,814.27
259F	12" Mitered End Section	11	EA	\$	1,451.89	\$ 15,970.79
259G	18" CAP Storm Pipe Removal	330	LF	\$	14.46	\$ 4,771.80
259H	Finalize Proposed Drainage System	4176	LF	\$	2.88	\$ 12,026.88
259I	Driveway Survey (Layout / Asbuilts) (NOTE: Survey for the D/W's affected by WM Installation is Covered In Bate Items)	75	EA	\$	169.05	\$ 12,678.75
259J	Swale CM / Grade to Proposed Plan Detail Sections / Dispose of Material	8440	LF	\$	7.94	\$ 67,019.60
259K	Swale Slope Survey (Layout & Asbuilts)	8440	LF	\$	2.30	\$ 19,412.00
259L	Item 185 'Adder' to place Friction Course (vs SP-9.5 asphalt as is identified in original Continuing Contract Pay Item Note for Overlay)	589	TN	\$	94.50	\$ 55,660.50
259M	Item 186 'Adder' to place Friction Course for Final Lift of asphalt vs SP-9.5 in the Asphalt Roadway Restoration Area (that doesn't get milled)	470	SY	\$	5.18	\$ 2,434.60

WM:	390	\$	118.92	\$	46,378.80
WM:	4	\$	1,475.00	\$	5,900.00
	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
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	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
	0	\$	-	\$	-
WM:	25	\$	5.18	\$	129.50

	0	\$	-	\$	-
	0	\$	-	\$	-
All Storm/Swale:	861	\$	108.27	\$	93,220.47
All Storm/Swale:	3315	\$	50.84	\$	168,534.60
All Storm/Swale:	41	\$	2,995.47	\$	122,814.27
All Storm/Swale:	11	\$	1,451.89	\$	15,970.79
All Storm/Swale:	330	\$	14.46	\$	4,771.80
All Storm/Swale:	4176	\$	2.88	\$	12,026.88
All Storm/Swale:	75	\$	169.05	\$	12,678.75
All Storm/Swale:	8440	\$	7.94	\$	67,019.60
All Storm/Swale:	8440	\$	2.30	\$	19,412.00
All Storm/Swale:	589	\$	94.50	\$	55,660.50
All Storm:	445	\$	5.18	\$	2,305.10

EXHIBIT B – MEMORANDUM OF PHASE 2 COSTS

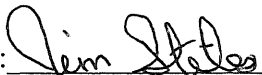
In accordance with the Interlocal Agreement between Palm Beach County and the Westgate Community Redevelopment Agency Regarding Utility Construction (County Resolution No. R _____) (hereinafter "Interlocal Agreement"), this memorandum shall confirm that the CRA agrees to reimburse the County the amount of _____ for the installation of drainage facilities INSTALLED DURING Phase 2 of the Project. Attached hereto and incorporated herein as **Attachment 1** is a cost estimate detailing the agreed upon reimbursement. Payment terms shall be as set forth in the Interlocal Agreement.

PALM BEACH COUNTY

By: _____
County Administrator or Designee

Date: _____

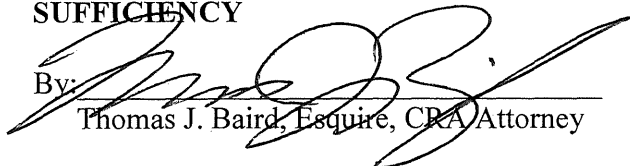
WATER UTILITIES DEPARTMENT APPROVAL

By:  _____
Jim Stiles, Director of Water Utilities R.E.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:  _____
Thomas J. Baird, Esquire, CRA Attorney

WORK AUTHORIZATION NO. 6

**Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0862 Contract Dated July 14, 2020**

Project Title: Belvedere Heights Water Main Replacement Phase 1

WUD Project No.: 19-086

Contractor: Centerline Utilities, Inc.

Address: 2180 Poma Drive, Palm City, FL 34990

Budget Line Item No. 4011-721-W031-6543

District: 2

This Work Authorization provides for: Installation of approximately 4,000 linear feet of 8-inch water main, approximately 400 linear feet of 10-inch water main including appurtenances. Grout approximately 5,500 linear feet of existing 6-inch pipe. Repair any trench crossing through asphalt roadways and driveways along Worthington Road, Whitney Road, Kenwood Road, Ardmore Road and Upland Road in West Palm Beach. This project also includes the installation of approximately 4,200 linear feet of 18-inch storm pipe and swale restoration as requested by the Westgate Community Redevelopment Agency (CRA).

See **Attachment A** for detailed scope of services.

The Contract provides for 20.05% SBE Participation of which 10.29% is for MBE Participation, 6.51% for MBE (H) and 3.78% for MBE (B).

This Work Authorization includes 20.44% SBE Participation of which 7.27% is for MBE Participation, 7.27% for MBE (H) and 0.00% for MBE (B).

The cumulative proposed SBE Participation including this authorization is 20.75% of which 9.70% is for MBE Participation, 9.70% for MBE (H) and 0.00% for MBE (B).

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	<u>210</u> Calendar Days
Final Construction Completion	<u>240</u> Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past substantial completion date.

\$250.00 per day past final completion date.

WORK AUTHORIZATION NO. 6

Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0862 Contract Dated July 14, 2020

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$1,856,052.41.
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 the Work Authorization.

WORK AUTHORIZATION NO. 6

Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0862 Contract Dated July 14, 2020

Project Title: Belvedere Heights Water Main Replacement Phase 1

WUD Project No. 19-086

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

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County

Palm Beach County, Board
of County Commissioners

ATTEST:

Signed: _____

Dave Kerner, Mayor *R.E.* *JCL*

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

Contractor: Centerline Utilities, Inc.

Signed: _____

(Signature)

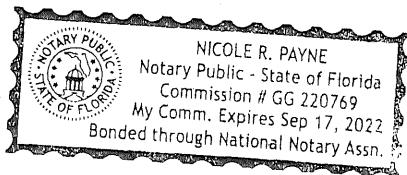
Typed Name: Michael W. Jones
County Attorney

Randy Stringer Vice President
(Name and Title)

January 12, 2021
(Date)

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of January, _____, by Randy Stringer, who is personally known to me or has produced _____ as identification.



(Signature of Notary Public – State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

WORK AUTHORIZATION NO. 6
Palm Beach County Water Utilities Department
2019 Pipeline Continuing Construction Contract
Resolution No. R2020-0862 Contract Dated July 14, 2020

LIST OF ATTACHMENTS

ATTACHMENT A	Scope of Work
ATTACHMENT B	Summary and Status of Work Authorizations
ATTACHMENT C	Public Construction Bond
ATTACHMENT D	Form of Guarantee
ATTACHMENT E	Schedule of Bid Items
ATTACHMENT F	OEBO Schedule 1 and 2
ATTACHMENT G	Summary of SBE-M/WBE Business Tracking
ATTACHMENT H	Location Map

Revised 12/07/2020

ATTACHMENT A

SCOPE OF WORK AUTHORIZATION NO. 6

WUD Project No.: 19-086

Project Title: Belvedere Heights Water Main Replacement Phase 1

Contractor shall perform:

Install approximately 4,000 linear feet of 8-inch water main and approximately 400 linear feet of 10-inch water main including all fittings and bell restraints that go with it. Grout approximately 5,500 linear feet of existing 6-inch pipe. Repair any trench crossing through asphalt roadways and driveways along Worthington Road, Whitney Road, Kenwood Road, Ardmore Road and Upland Road in West Palm Beach. Project also includes the installation of approximately 4,200 linear feet of 18-inch storm pipe and swale restoration as requested by the Westgate Community Redevelopment Agency (CRA). Project includes the installation of a storm piping system which is in accordance with the plans prepared by Engenuity Group, Inc. Project also includes installation of water pipes, associated valves, fire hydrants, water services, site restoration and appurtenances in accordance with the construction documents and governing regulations.

ATTACHMNET B

SUMMARY AND STATUS OF WORK AUTHORIZATIONS

Work Auth. No.	WUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved	
							By	Date
1	15-102	Water Distribution System Improvements. Gun Club Estates	Approved	\$1,842,803.98	\$380,457.00	20.64%	BCC	7/14/2020
2	18-076	Orange Blvd. Force Main Extension & Seminole Pratt Whitney Road Pigging Stations	Approved	\$305,325.72	\$66,800.00	21.87%	BCC	8/25/2020
3	14-015	Southwest Belle Glade Water Main Improvements - Zone 2 & Along Southeast Avenue G	Approved	\$152,001.25	\$44,400.00	29.21%	CRC	8/12/2020
4	19-066	Sample Box Replacement and Fire Hydrant Installation within E-3 Canal	Approved	\$28,293.98	\$2,328.54	8.22%	WUD	10/1/2020
5	18-078	Water Main Replacement on South Main Street from SE Avenue K to Ice House in Belle Glade	Approved	\$964,139.99	\$195,200.00	20.24%	BCC	11/17/2020
6	19-086	Belvedere Heights Water Main Replacement Phase 1	Pending	\$1,856,052.41	\$379,500.00	20.44%	BCC	Pending



NHC

NIELSON, ROSENHAUS & ASSOCIATES

A NIELSON HOOVER GROUP COMPANY

January 11, 2021

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

RE: Centerline Utilities, Inc

Bond No: 0232965

Project: R2020-0862 – WO #6 – 19-086 – Belvedere Heights Water Main Replacement Phase 1

To Whom it May Concern:

Please allow this letter to service as formal authorization for **Palm Beach County** and/or **Centerline Utilities, Inc** to date the captioned bond and power of attorney to coincide with the Contract Date. Please note the bond date cannot be prior to the contract date.

Please provide the bond date and send back to our office via email as soon as possible:

Bond Date: _____

Thank you and should you have any questions or need any additional information, please feel free to contact our office anytime

Sincerely,

Brett Rosenhaus
Attorney-in-Fact
Berkley Insurance Company

220 Congress Park Drive
Suite 100
Delray Beach, FL 33445
Main: 561.454.8210
Fax: 561.454.8170
www.nielsonbonds.com

SMART. UNCOMPROMISING. TIMELY. EFFECTIVE. NIELSON, HOOVER & COMPANY, INC. SURETY SOLUTIONS THAT MAKE A DIFFERENCE.

**FRONT PAGE OF
PUBLIC PAYMENT BOND**

Florida Statute 255.05

BOND NO. 0232965

CONTRACTOR: Centerline Utilities, Inc
2180 SW Poma Drive,
Palm City, FL 34990
561-689-3917

SURETY: Berkley Insurance Company
475 Steamboat Road,
Greenwich, CT 06830
203-542-3800

AGENT: Nielson, Rosenhaus & Associates, Inc
220 Congress Park Drive, Suite 100
Delray Beach, FL 33445
561-454-8210

OBLIGEE: Palm Beach County
8100 Forest Hill Blvd,
West Palm Beach, FL 33413
561-493-6000

PROJECT: 19-086 – Belvedere Heights Water Main Replacement Phase 1

LOCATION: South of Okeechobee Blvd., West of N. FL Mango Rd in West Palm Beach, FL

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 6

TO 2019 Pipeline Continuing Construction Contract

Resolution No. R2020-0862 Contract Dated July 14, 2020

PROJECT TITLE: Belvedere Heights Water Main Replacement Phase 1

WUD PROJECT NO.: 19-086

BOND NUMBER: 0232965

WORK AUTHORIZATION/BOND AMOUNT: \$1,856,052.41

CONTRACTOR'S NAME: Centerline Utilities, Inc.

CONTRACTOR'S ADDRESS: 2180 Poma Drive, Palm City, FL 34990

CONTRACTOR'S PHONE: (561) 689-3917

SURETY COMPANY: Berkley Insurance Company

SURETY'S ADDRESS: 475 Steamboat Road, Greenwich, CT 0683

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: Installation of 4,400 linear feet of water pipes and 4,200 linear feet of storm pipe and swale restoration along Worthington Road, Whitney Road, Kenwood Road, Ardmore Road and Upland Road.

PROJECT LOCATION: South of Okeechobee Blvd, west of N. FL Mango Rd in West Palm Beach, FL.

LEGAL DESCRIPTION: Section 29; Township 43; Range 43

Revised 12/07/2020

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. **6 to 2019 Pipeline Continuing Construction Contract**, Contract Resolution No. **R2020-0862** dated on **July 14, 2020**.

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 **One Million Eight Hundred Fifty-Six Thousand Fifty-Two Dollars and 41/100 Cents, \$1,856,052.41,**

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. **6 to 2019 Pipeline Continuing Construction Contract**, Contract Resolution No. **R2020-0862** with the County for

Work Authorization Project Name: Belvedere Heights Water Main Replacement Phase 1

Work Authorization Project No.: 19-086

Project Description: Installation of 4,400 linear feet of water pipes and 4,200 linear feet of storm pipe and swale restoration along Worthington Road, Whitney Road, Kenwood Road, Ardmore Road and Upland Road

Project Location: South of Okeechobee Blvd, west of N. FL Mango Rd in West Palm Beach, FL.

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Mock, Roos & Associates, Inc.

Location of Firm: 5720 Corporate Way, West Palm Beach, FL 33407

Phone: (561) 683-3113

Fax: (561) 478-7248

which Work Authorization No. **6 to 2019 Pipeline Continuing Construction Contract**, Contract Resolution No. **R2020-0862** is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Authorization.

1. 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

Revised 12/07/2020

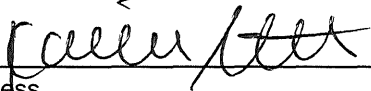
- b. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Work Authorization; and
 - c. Pays County all losses, damages (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 shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.



Witness

EVAN Kobids

Print Name



Witness

Kailee Stone

Print Name

Centerline Utilities, Inc.



Principal

(seal)

Randy Stringer

Print name

Vice President

Title

Berkley Insurance Company

Surety

(seal)



Print name

Brett Rosenhaus, Attorney-in-Fact

Title

Revised 12/07/2020

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: **Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, 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 **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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, 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 25th day of March, 2020.



Attest:
 By [Signature]
 Ira S. Lederman
 Executive Vice President & Secretary

Berkley Insurance Company
 By [Signature]
 Jeffrey M. Hafter
 Senior Vice President

STATE OF CONNECTICUT)
) ss:
 COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, by Ira S. Lederman 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 Company.

MARIA C RUNDBAKEN
 NOTARY PUBLIC
 CONNECTICUT
 MY COMMISSION EXPIRES
 APRIL 30, 2024

[Signature]
 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 _____
[Signature]
 Vincent P. Forte

ATTACHMENT D

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Centerline Utilities, Inc. and Berkley Insurance Company

We the undersigned hereby guarantee that the **2019 Pipeline Continuing Construction Contract, Resolution No. R2020-0862, Contract Dated July 14, 2020, PBCWUD Project No. 19-086, and Work Authorization No. 6, Project Title: Belvedere Heights Water Main Replacement Phase 1**, 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 and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract/Agreement.

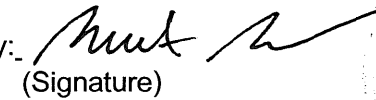
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Centerline Utilities, Inc.
(Contractor)

By: 
(Signature)

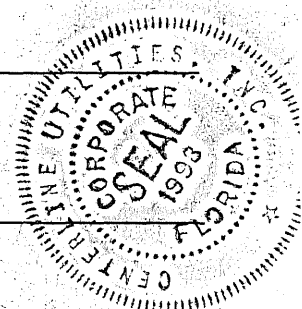
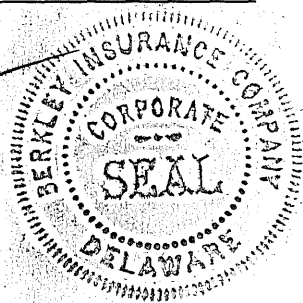
Randy Stringer, Vice President
(Printed name)

Berkley Insurance Company
(Surety)

By: 
(Signature)

(Seal)

Brett Rosenhaus, Attorney-in-Fact
(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: **Brett Rosenhaus or Dale A. Belis of Acrisure, LLC dba Nielson, Rosenhaus & Associates of Delray Beach, 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 **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, 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, 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 25th day of March, 2020 .



Attest:
By [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By [Signature]
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of March, 2020, by Ira S. Lederman 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 Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
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.



under my hand and seal of the Company, this _____ day of _____
[Signature]
Vincent P. Forte

ATTACHMENT E
SCHEDULE OF BID ITEMS
Palm Beach County Water Utilities Department

2019 Pipeline Continuing Construction Contract	Contract Resolution No.: <u>R2020-0862</u>	Contract Dated <u>July 14, 2020</u>
Work Authorization No.:	6	
Contractor Name:	<u>Centerline Utilities, Inc.</u>	
Project Name:	<u>Belvedere Heights Water Main Replacement Phase 1</u>	
Project No.: WUD	<u>19-086</u>	

Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total	WUD Quantity	CRA Quantity	WUD Cost	CRA Cost
4	6" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	40	LF	\$17.00	\$680.00	40	0	\$680.00	\$0.00
7	8" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	3,900	LF	\$24.00	\$93,600.00	3,900	0	\$93,600.00	\$0.00
8	8" DIP Push-On Joint Water Main/Reclaimed Water Main	95	LF	\$38.00	\$3,610.00	95	0	\$3,610.00	\$0.00
10	10" PVC Push-On Joint Water Main/Reclaimed Water Main/Wastewater Force Main	20	LF	\$30.00	\$600.00	20	0	\$600.00	\$0.00
28	Ductile Iron Fittings for Water Main/Reclaimed Water Main	1,920	Tons	\$5,500.00	\$10,560.00	1,920	0	\$10,560.00	\$0.00
40	6" Mechanical Joint Restraint for DIP	8	Each	\$575.00	\$4,600.00	8	0	\$4,600.00	\$0.00
41	8" Mechanical Joint Restraint for DIP	24	Each	\$600.00	\$14,400.00	24	0	\$14,400.00	\$0.00
42	12" Mechanical Joint Restraint for DIP	26	Each	\$650.00	\$16,900.00	26	0	\$16,900.00	\$0.00
51	6" Mechanical Joint Restraint for PVC	3	Each	\$600.00	\$1,800.00	3	0	\$1,800.00	\$0.00
52	8" Mechanical Joint Restraint for PVC	85	Each	\$625.00	\$53,125.00	85	0	\$53,125.00	\$0.00
53	10" Mechanical Joint Restraint for PVC	12	Each	\$650.00	\$7,800.00	12	0	\$7,800.00	\$0.00
59	8" Joint Restraint Gasket DIP (Field Lock or Fast Grip)	3	Each	\$240.00	\$720.00	3	0	\$720.00	\$0.00
64	8" PVC Pressure Pipe Restraint Harness	23	Each	\$240.00	\$5,520.00	23	0	\$5,520.00	\$0.00
74	Restrain existing 12" DIP Pressure Pipe	12	Each	\$1,200.00	\$14,400.00	12	0	\$14,400.00	\$0.00
76	6" Gate Valve & Valve Box	2	Each	\$990.00	\$1,980.00	2	0	\$1,980.00	\$0.00
77	8" Gate Valve & Valve Box	10	Each	\$1,400.00	\$14,000.00	10	0	\$14,000.00	\$0.00
78	12" Gate Valve & Valve Box	3	Each	\$2,500.00	\$7,500.00	3	0	\$7,500.00	\$0.00
142	Fire Hydrant Assembly with Captivator Caps, 6" Gate Valve & Anchor Tee Assembly & 10-ft of 6" R.J. DIP	8	Each	\$4,500.00	\$36,000.00	8	0	\$36,000.00	\$0.00
146	Sample Points on Fire Hydrants	7	Each	\$1,000.00	\$7,000.00	7	0	\$7,000.00	\$0.00
159	Short Single 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	11	Each	\$1,200.00	\$13,200.00	11	0	\$13,200.00	\$0.00

Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total	WUD Quantity	CRA Quantity	WUD Cost	CRA Cost
161	Short Double 5/8" Meter Service (1-1/2" Polyethylene) (up to 10' long)	20	Each	\$1,300.00	\$26,000.00	20	0	\$26,000.00	\$0.00
163	Long Single 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	15	Each	\$1,700.00	\$25,500.00	15	0	\$25,500.00	\$0.00
165	Long Double 5/8" Meter Service (1-1/2" Polyethylene with 3" Casing up to 40' long)	24	Each	\$2,000.00	\$48,000.00	24	0	\$48,000.00	\$0.00
174	6" Asbestos Pipe Removal/Abatement	60	LF	\$14.50	\$870.00	60	0	\$870.00	\$0.00
177	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	7	Each	\$3,300.00	\$23,100.00	7	0	\$23,100.00	\$0.00
180	Grouting/Deactivation of Existing 6" Pipe	5,450	LF	\$9.00	\$49,050.00	5,450	0	\$49,050.00	\$0.00
184	Milling of Asphalt	10,452	SY	\$8.00	\$83,616.00	0	10452	\$0.00	\$83,616.00
185	Asphalt Overlay	589.00	Tons	\$200.00	\$117,800.00	0	589	\$0.00	\$117,800.00
186	Asphalt Roadway Removal and Restoration (2.5" thick)	470	SY	\$50.00	\$23,500.00	25	445	\$1,250.00	\$22,250.00
188	Asphalt Driveway Removal and Restoration (1.5" thick)	640	SY	\$60.00	\$38,400.00	450	190	\$27,000.00	\$11,400.00
189	Concrete Driveway Removal and Restoration	2,620	SY	\$56.00	\$146,720.00	1000	1620	\$56,000.00	\$90,720.00
191	Concrete Paver Brick Driveway Removal and Restoration	1,150	SY	\$88.00	\$101,200.00	675	475	\$59,400.00	\$41,800.00
192	Painted Concrete Driveway Removal and Restoration	110	SY	\$56.00	\$6,160.00	110	0	\$6,160.00	\$0.00
193	Limerock/Shell Driveway or Roadway Removal and Restoration	1,413.00	Tons	\$29.00	\$40,977.00	0	1413	\$0.00	\$40,977.00
198	Floritam Sod	2,926.00	SY	\$5.50	\$16,093.00	1463	1463	\$8,046.50	\$8,046.50
199	Bahia Sod	5,434.00	SY	\$3.50	\$19,019.00	2717	2717	\$9,509.50	\$9,509.50
202	Record Drawing	8,621	LF	\$2.00	\$17,242.00	4445	4176	\$8,890.00	\$8,352.00
203	Construction Survey	8,621	LF	\$2.25	\$19,397.25	4445	4176	\$10,001.25	\$9,396.00
204	Preconstruction Video Taping	8,621	LF	\$0.75	\$6,465.75	4445	4176	\$3,333.75	\$3,132.00
205	Mail Box Removal and Reinstallation	60	Each	\$75.00	\$4,500.00	35	25	\$2,625.00	\$1,875.00
206	Maintenance of Traffic Residential Street	8,621	LF	\$2.00	\$17,242.00	4445	4176	\$8,890.00	\$8,352.00
207	Maintenance of Traffic Arterial Roadway	1,500	LF	\$3.00	\$4,500.00	750	750	\$2,250.00	\$2,250.00
209	Density Tests	375	Each	\$30.00	\$11,250.00	200	175	\$6,000.00	\$5,250.00
210	Proctor Tests	12	Each	\$110.00	\$1,320.00	7	5	\$770.00	\$550.00
211	Concrete 12"x6" Cylinder Tests	35	Each	\$110.00	\$3,850.00	17	18	\$1,870.00	\$1,980.00
218	Remove & Replace Signs	10	Each	\$150.00	\$1,500.00	6	4	\$900.00	\$600.00
255	6" Single Line Stop (for PVC/DIP/CIP/AC)	1	Each	\$7,400.00	\$7,400.00	1	0	\$7,400.00	\$0.00
258	12" Single Line Stop (for PVC/DIP/CIP/AC)	2	Each	\$9,500.00	\$19,000.00	2	0	\$19,000.00	\$0.00
(A) SUBTOTAL BASE BID (Bid Items 1-240)					\$1,187,667.00			\$719,811.00	\$467,856.00

Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total			WUD Cost	CRA Cost
259	Additional Work not included in Bid Items (15% of Subtotal Bid Price [A])	1	LS	\$626,817.06	<u>\$626,817.06</u>			\$52,408.30	\$ 574,408.76
260	Mobilization (2.5% of Subtotal Bid Price [A])	1	LS	2.5%	\$29,691.68			\$17,995.28	\$11,696.40
261	Demobilization (1% of Subtotal Bid Price [A])	1	LS	1%	\$11,876.67			\$7,198.11	\$4,678.56
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 241-243)					<u>\$668,385.41</u>			<u>\$77,601.69</u>	<u>\$590,783.72</u>
TOTAL BID PRICE (A + B)					<u>\$1,856,052.41</u>			<u>\$797,412.69</u>	<u>\$1,058,639.72</u>
Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total	WUD Quantity	CRA Quantity	WUD Cost	CRA Cost
259A	10" HDPE Directional Drill Water Main/Reclaimed Water Main/Wastewater Force Main	390	LF	\$118.92	\$46,378.80	390	0	\$46,378.80	\$0.00
259B	10" DIP/PVC x HDPE Adapter	4	Each	\$1,475.00	\$5,900.00	4	0	\$5,900.00	\$0.00
259C	18" RCP Storm Pipe (Majority Short / Road Crossing Pipe) (±25 Loc's)	861	L.F.	\$108.27	\$93,220.47	0	861	\$0.00	\$93,220.47
259D	18" HDPE Storm Pipe	3315	L.F.	\$50.84	\$168,534.60	0	3315	\$0.00	\$168,534.60
259E	Type 'C' Inlet	41.00	Each	\$2,995.47	\$122,814.27	0	41	\$0.00	\$122,814.27
259F	18" Mitered end Section	11	Each	\$1,451.89	\$15,970.79	0	11	\$0.00	\$15,970.79
259G	18" Cap Storm Pipe Removal	330	L.F.	\$14.46	\$4,771.80	0	330	\$0.00	\$4,771.80
259H	Finalize Proposed Drainage System	4176.00	L.F.	\$2.88	\$12,026.88	0	4176	\$0.00	\$12,026.88
259I	Driveway Survey (Layout / As-Built) (Note: Survey for the Driveways affected by WM installation is covered in Base Items)	75.00	Each	\$169.05	\$12,678.75	0	75	\$0.00	\$12,678.75
259J	Swale Cut / Grade to Proposed Plan Detail Sections / Dispose of Material	8440.00	L.F.	\$7.94	\$67,013.60	0	8440	\$0.00	\$67,013.60
259K	Swale Scope Survey (Layout & As-Built)	8440.00	L.F.	\$2.30	\$19,412.00	0	8440	\$0.00	\$19,412.00
259L	Item 185. Adder to Change SP-9.5 Asphalt (As Identified in Original Continuing Contract Pay Item for Overlay) to Friction Course	589.00	Ton	\$94.50	\$55,660.50	0	589	\$0.00	\$55,660.50
259M	Item 186. Adder to Change SP-9.5 Final Lift to Friction Course asphalt for Restoration Area	470.00	S.Y.	\$5.18	\$2,434.60	25	445	\$129.50	\$2,305.10

ATTACHMENT F
OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

OEBO SCHEDULE 1
LIST OF PROPOSED CONTRACTOR/CONSULTANT AND
SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Belvedere Heights Water Main Replacement Phase 1
 NAME OF PRIME RESPONDENT/BIDDER: Centerline Utilities, Inc.
 CONTACT PERSON: Harry Cartales
 SOLICITATION OPENING/SUBMITTAL DATE: July 14, 2020

SOLICITATION/PROJECT/BID No.: 19-086
 ADDRESS: 2180 Poma Drive, Palm City, FL 34990
 PHONE NO.: (561) 689-3917 E-MAIL: Harry@centerlineinc.com
 DEPARTMENT: Palm Beach County Water Utilities Department

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					Other (Please Specify)
	Non-SBE	M/WBE Minority/Woman Business	SBE Small Business	Black	Hispanic	Women	Caucasian		
1. Centerline Utilities, Inc. 2180 Poma Drive, Palm City, FL 34990 (561) 689-3917	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	\$1,426,552.41 (Non SBE)	
2. Pathway Enterprises, Inc. 7256 Westport Pl, Ste B, West Palm Beach, FL 33413 (561) 478-4822	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$133,500.00	_____	_____	
3. Rangeline Tapping Services, Inc. 7256 Westport Pl, Ste A, West Palm Beach, FL 33413 (561) 683-0910	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$13,500.00	_____	
4. Janice M. Riley, Inc. dba The Paving Lady 1000 West Industrial Avenue, Boynton Beach, FL 33426 (561) 572-2600	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$135,000.00	_____	_____	_____	
5. Utility Supply Associates, Inc. 140 Commerce Rd, Boynton Beach FL, 33426 (561) 493-9900	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$75,000.00	_____	
6. Agricultural Land Services, Inc 12265 State Road 7, Boynton Beach, FL 33473 (561)732-6105	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	\$22,500.00	_____	_____	

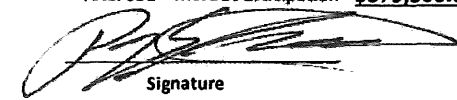
(Please use additional sheets if necessary)

Total	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$0.00 (0.00%)	\$135,000.00 (7.27%)	\$156,000.00	\$88,500.00	\$1,426,552.41
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Total Bid Price **\$1,856,052.41**

Total SBE – MWBE Participation **\$379,500.00 (20.44%)**

I hereby certify that the above information is accurate to the best of my knowledge


Signature

Randy Stringer,
Vice President
Title

- Note:**
- The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - 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 category.
 - Modification of this form is not permitted and will be rejected upon submittal.

ATTACHMENT F
OEBO SCHEDULE 2

Office of Equal Business Opportunity Compliance Programs

Revised 12/07/2020

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.

SOLICITATION/PROJECT NUMBER: 19-086

SOLICITATION/PROJECT NAME: Belvedere Heights Water Main Replacement Phase 1

Prime Contractor: Centerline Utilities, Inc. Subcontractor: Pathway Enterprises, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 7/1/2019-6/30/2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Native American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/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 S/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. S/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 Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Concrete Work	\$133,500.00	LS	\$0.00	\$133,500.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$133,500.00 / 7.19%

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.

Name of 2nd/3rd tier _____
Price or Percentage: _____

Centerline Utilities, Inc.
Print Name of Prime

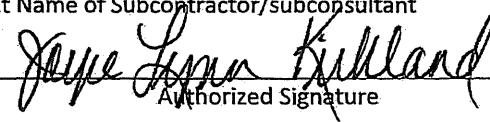
By: 
Authorized Signature

Randy Stringer
Print Name

Vice President
Title

Date: January 08, 2021

Pathway Enterprises, Inc.
Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Joyce Lynn Kirkland
Print Name

President
Title

Date: January 08, 2021

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.

SOLICITATION/PROJECT NUMBER: 19-086

SOLICITATION/PROJECT NAME: Belvedere Heights Water Main Replacement Phase 1

Prime Contractor: Centerline Utilities, Inc. Subcontractor: Rangeline Tapping Services, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 2/20/2018- 2/19/2021

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/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 S/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. S/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 Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Tapping & Line Stop Services	\$13,500.00	LS	\$0.00	\$13,500.00


The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$13,500.00 / 0.73%

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 2nd/3rd tier

Centerline Utilities, Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Randy Stringer
 Print Name
Vice President
 Title
 Date: January 08, 2021

Rangeline Tapping Services, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
John Rokoczy
 Print Name
President
 Title
 Date: January 08, 2021

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.

SOLICITATION/PROJECT NUMBER: 19-086

SOLICITATION/PROJECT NAME: Belvedere Heights Water Main Replacement Phase 1

Prime Contractor: Centerline Utilities, Inc. Subcontractor: Janice M. Riley, Inc. dba The Paving Lady

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (If applicable): 12/16/2020 - 12/15/2023

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input checked="" type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian American <input type="checkbox"/> Native American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/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 S/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. S/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 Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Asphalt Work	\$135,000.00	LS	\$0.00	\$135,000.00


The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$135,000.00 / 7.27%

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 2nd/3rd tier

Centerline Utilities, Inc.
Print Name of Prime

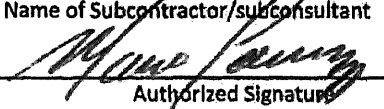
By: 
Authorized Signature

Randy Stringer
Print Name

Vice President
Title

Date: January 08, 2021

Janice M. Riley, Inc. dba The Paving Lady
Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Mauro Comuzzi
Print Name

President
Title

Date: January 08, 2021

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.

SOLICITATION/PROJECT NUMBER: 19-086

SOLICITATION/PROJECT NAME: Belvedere Heights Water Main Replacement Phase 1

Prime Contractor: Centerline Utilities, Inc. Subcontractor: Utility Supply Associates, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/22/2019-8/21/2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Hispanic American	<input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input checked="" type="checkbox"/> Supplier
	<input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/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 S/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. S/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 Description	Unit Price	Quantity/Units	Contingencies/Allowances	Total Price/Percentage
1	Supplier	\$75,000.00	LS	\$0.00	\$75,000.00


The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$75,000.00 / 4.04%

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.

 Name of 2nd/3rd tier

Price or Percentage: _____

Centerline Utilities, Inc.
 Print Name of Prime

By: 
 Authorized Signature

Randy Stringer
 Print Name

Vice President
 Title

Date: January 08, 2021

Utility Supply Associates, Inc.
 Print Name of Subcontractor/subconsultant

By: 
 Authorized Signature

William Potts
 Print Name

Secretary / Treasurer / Director
 Title

Date: January 08, 2021

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.

SOLICITATION/PROJECT NUMBER: 19-086

SOLICITATION/PROJECT NAME: Belvedere Heights Water Main Replacement Phase 1

Prime Contractor: Centerline Utilities, Inc.

Subcontractor: Agricultural Land Services, Inc

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/20/2019-12/19/2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1

Male Female

Column 2

African-American/Black Asian American Caucasian American
Hispanic American Native American

Column 3

Supplier

S/M/WBE PARTICIPATION – S/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 S/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. S/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 Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Sodding	\$22,500.00	LS	\$0.00	\$22,500.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$22,500.00 / 1.21%

<p>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.</p>	
<p><u>NA</u> Name of 2nd/3rd tier</p>	<p>Price or Percentage: <u>0</u></p>

Centerline Utilities, Inc.

Print Name of Prime

By: [Signature]
Authorized Signature

Randy Stringer

Print Name

Vice President

Title

Date: 01-08-21

Agricultural Land Services, Inc

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Bob Lines

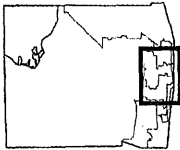
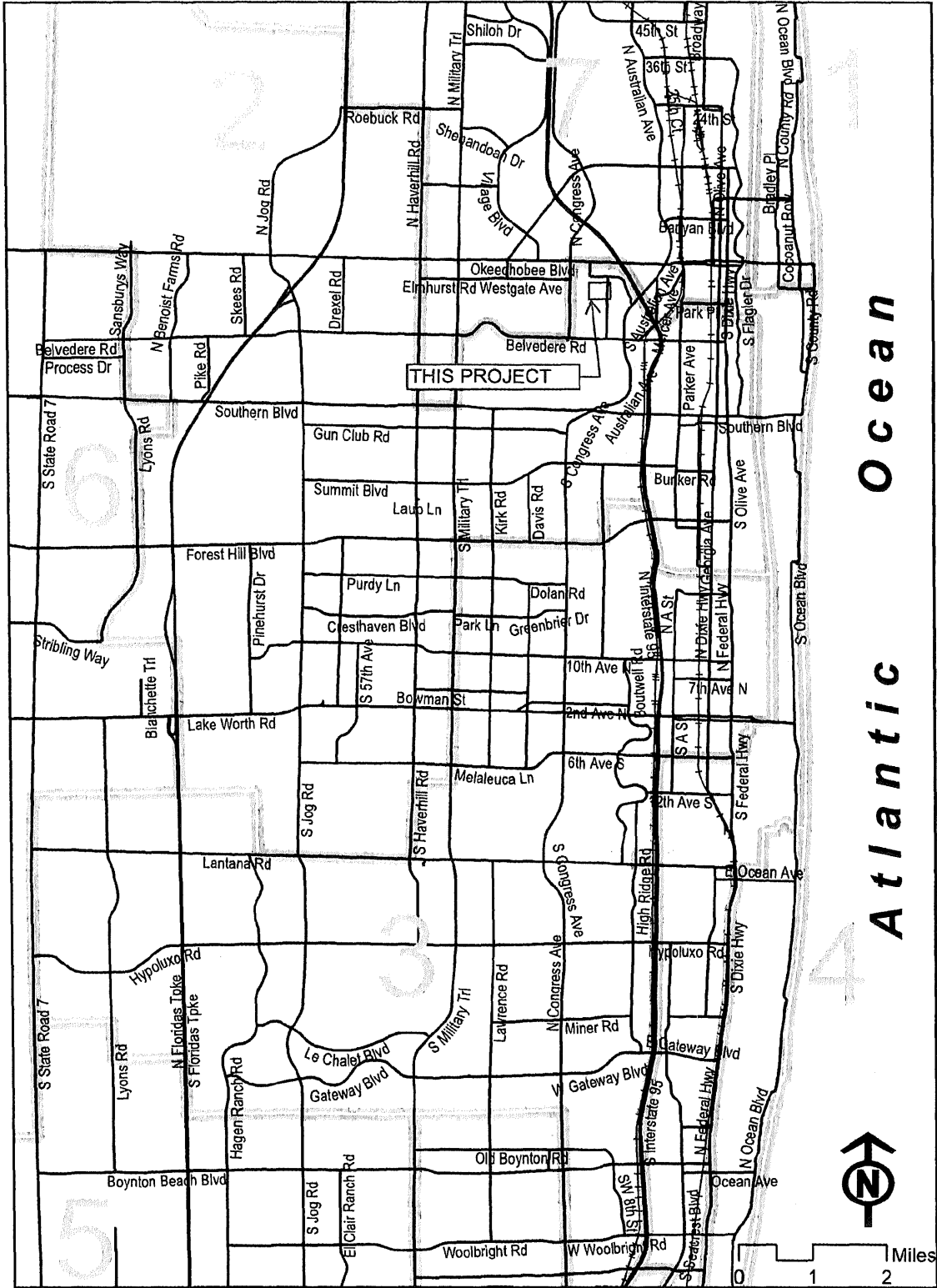
Print Name

Treasurer

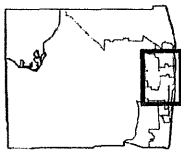
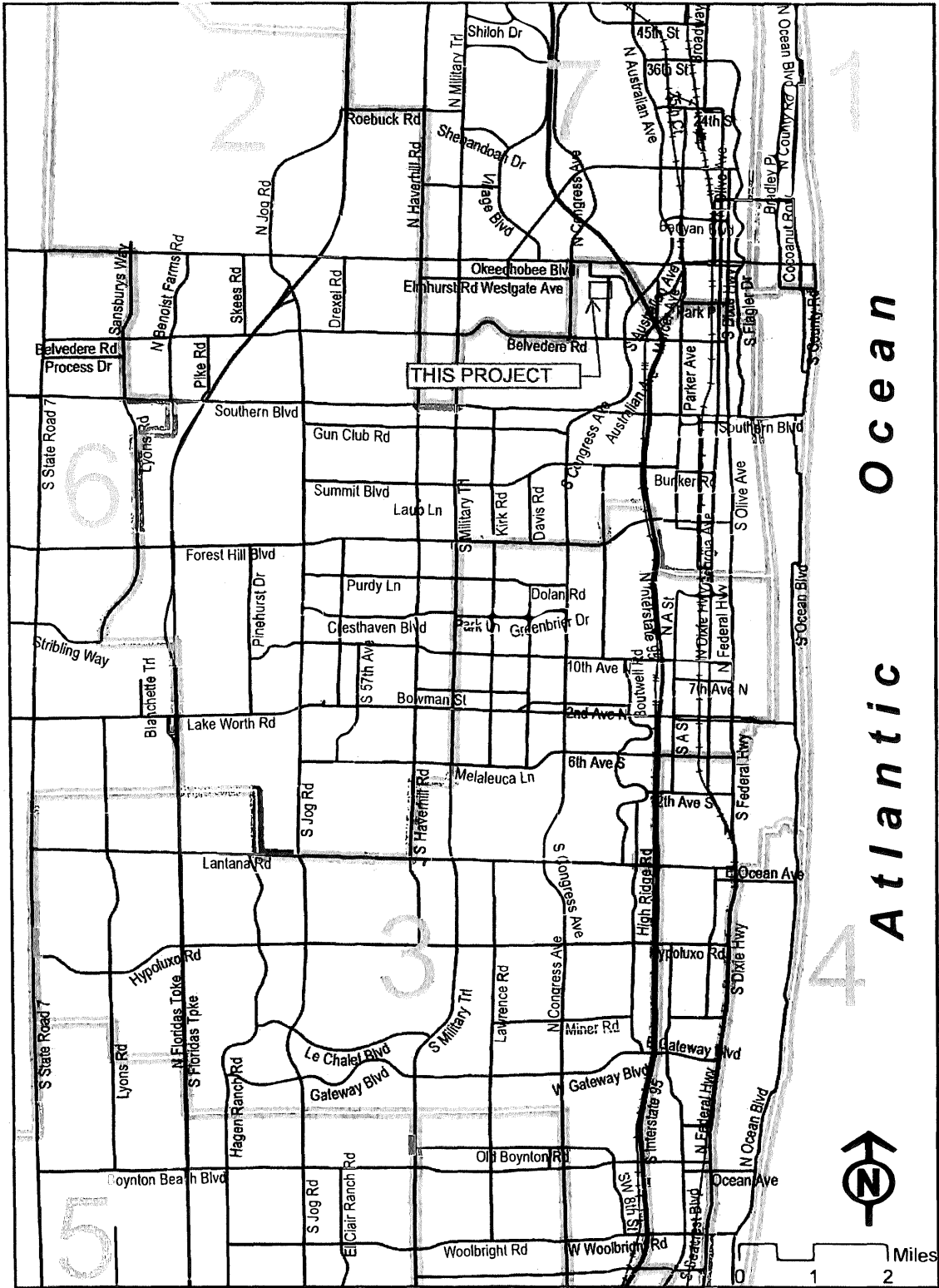
Title

Date: 01-08-21

ATTACHMENT H
 LOCATION MAP
 WUD PROJECT No. 19-086



ATTACHMENT 3
LOCATION MAP
WUD PROJECT No. 19-086



Atlantic Ocean



Miles

ATTACHMENT 4



CENTUTI-03

LGLEASON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/23/2020

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 have ADDITIONAL INSURED provisions or 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 CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Lori B. Gleason PHONE (A/C, No, Ext): (561) 776-9001 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: lgleason@callc.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Travelers Indemnity Co. of America	NAIC # 25666
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Property & Casualty Co. of America	25674
INSURER D : Bridgefield Employers Ins Co	10701
INSURER E : Aspen American Insurance Company	43460
INSURER F :	

INSURED

Centerline Utilities, Inc. dba Centerline, Inc.
 2180 SW Poma Drive
 Palm City, FL 34990

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		
A	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CO9N861605	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/>	CLAIMS-MADE	<input checked="" type="checkbox"/>						OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input checked="" type="checkbox"/>	XCU & Contractual							MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000			GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/>	POLICY	<input checked="" type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC			PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:									\$	
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	8108N038397	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/>	ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>						SCHEDULED AUTOS	BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY	<input checked="" type="checkbox"/>						NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$
									PROPERTY DAMAGE (Per accident)	\$	
PIP Coverage \$ 10,000											
C	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP9N942430	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 6,000,000	
	<input type="checkbox"/>	EXCESS LIAB							CLAIMS-MADE	AGGREGATE	\$ 6,000,000
		DED	<input checked="" type="checkbox"/>						RETENTION \$ 10,000		\$
D	<input checked="" type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	<input checked="" type="checkbox"/>	83056522	10/1/2020	10/1/2021	<input checked="" type="checkbox"/>	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input checked="" type="checkbox"/>	Installation Floater				IMZ309120	10/1/2020	10/1/2021	Including Transit	250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: WUD Project No. 19-073; 2019 Pipeline Continuing Construction Contract
 The certificate holder is included as additional insured, including ongoing and completed operations, for general liability per CGD604 on a primary and non-contributory basis, auto liability, and umbrella liability when required by written contract. Waiver of subrogation applies to general liability, auto liability, umbrella liability, and workers' compensation for the additional insureds when required by written contract. Umbrella is excess over general liability, auto liability, and employer's liability. Cancellation: 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Palm Beach County Water Utilities Department Director Utilities Engineering 8100 Forest Hill Boulevard West Palm Beach, FL 33413	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 <i>Lori B. Gleason</i>
---	--

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

AGENCY CAL Risk Management		NAMED INSURED Centerline Utilities, Inc. dba Centerline, Inc. 2180 SW Poma Drive Palm City, FL 34990 Palm Beach	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 The Certificate Holder is expanded to include: Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida and Palm Beach County Water Utilities Department, its officers, directors, agents, and employees. Palm Beach County, Board of County Commissioners, a political subdivision of the State of Florida is listed as an additional insured and loss payee with respect to inland marine/transit coverage when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) the Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or
- (b) either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph (1) nor (2) above applies:

- (a) the person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and
- (b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The insurance provided to such additional insured does not apply to:
- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may

result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:
- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.