





LOCATION MAP



**DRAINAGE REPAIR**  
**GARDEN ROAD AT THE EPB-6 CANAL**

**WORK ORDER # 2023055-26**

**TO THE DRAINAGE IMPROVEMENTS/REPAIRS AND MINOR CONSTRUCTION  
CONTINUING SERVICES CONTRACT BY AND BETWEEN PALM BEACH COUNTY  
AND HINTERLAND GROUP, INC  
FOR STORM DRAINAGE REPAIRS ON GARDEN ROAD AT THE EPB-6 CANAL**

This Work Order to the Drainage Improvements/Repairs and Minor Construction Continuing Services contract (R2024-0212), dated March 5, 2024 (**ANNUAL CONTRACT**) is made and entered into the 8<sup>th</sup> day of October, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (**COUNTY**) and HINTERLAND GROUP, INC. (**CONTRACTOR**) authorized to do business in the State of Florida, whose Federal I.D. is 20-5156844 (individually Party and collectively Parties).

**WITNESSETH**

**WHEREAS**, the **COUNTY** and **CONTRACTOR** entered into an **ANNUAL CONTRACT** on a work order basis on March 5, 2024 (R2024-0212); and

**WHEREAS**, the **COUNTY** desires the **CONTRACTOR** to perform storm drainage repairs on Garden Road at the EPB-6 Canal in Palm Beach County, Florida ("**REPAIRS**"); and

**WHEREAS**, the **CONTRACTOR** agrees to construct the **REPAIRS** in accordance with the terms and conditions of the **ANNUAL CONTRACT**, and as directed and accepted by the Engineering Department, Road & Bridge Division; and

**WHEREAS**, based on the pricing agreed to in the **ANNUAL CONTRACT**, the Parties agree that a cost not to exceed \$716,000 is appropriate compensation for the services to be performed by the **CONTRACTOR** to construct the **REPAIRS**.

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** That for and in consideration of the mutual benefits that flow from each to the other, the Parties hereto agree as follows:

1. The above recitals are true and are incorporated herein.
2. The **CONTRACTOR** agrees to construct the **REPAIRS** in accordance with the **ANNUAL CONTRACT**, and as further described in **Exhibit "A"**.
3. The **COUNTY** agrees to pay the **CONTRACTOR** a fee not to exceed \$716,000 to construct the **REPAIRS**. Final payment shall be per documented quantities installed.
4. The following Exhibits are attached, and made a part of this Work Order:
  - a) **Exhibit A** - Work Order Request and Scope/Cost Estimate; and
  - b) **Exhibit B** - OEBO Schedules 1 and 2; and
  - c) **Exhibit C** - Public Construction Bond

Re: **STORM DRAINAGE REPAIRS ON GARDEN ROAD AT THE EPB-6 CANAL**

Work Order No.: **2023055-26**

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order for the **REPAIRS**, pursuant to the **ANNUAL CONTRACT**, on behalf of the **COUNTY**, and **CONTRACTOR** has hereunto set its hand the day and year above written.

OWNER:

**Palm Beach County, Florida**, a Political Subdivision of the State of Florida by and through its

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Maria Sachs, Mayor

CONTRACTOR:

Hinterland Group, Inc.  
a Florida Corporation

BY: \_\_\_\_\_  
*[Signature]*  
DANIEL DUKE III, PRESIDENT  
(Printed Name and Title)

ATTEST:

Joseph Abruzzo,  
Clerk of the Circuit Court & Comptroller

**C O R P O R A T E   S E A L**

BY: \_\_\_\_\_  
Deputy Clerk

WITNESS:  
BY: \_\_\_\_\_  
*[Signature]*  
Nelson Bello  
(Printed Name)

**S E A L**

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: sc \_\_\_\_\_  
*[Signature]*

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

*[Signature]* for  
\_\_\_\_\_  
Yelizaveta Herman, Assistant County Attorney



PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:

- WORK ORDER NO. 2023055-26
- NEW AUTHORIZATION
- CHANGE ORDER NO. \_\_\_\_\_
- SUPPLEMENTAL NO. \_\_\_\_\_
- OTHER: \_\_\_\_\_

REQUESTING DIVISION:

- ROAD & BRIDGE
- TRAFFIC
- ROADWAY PRODUCTION
- CONSTRUCTION COOR.
- STREETScape

INFORMATION:

DATE 06/27/2024  
 REQUESTOR Chase Miller  
 COMMISSION DISTRICT NO: 7  
 RESOLUTION NO: R 2024-0212  
 PBC PO NUMBER: \_\_\_\_\_

PROJECT LOCATION/LIMITS: Garden Rd. at EPB-6 Canal

PROJECT NUMBER: 2021816

BUDGET LINE ITEM: \_\_\_\_\_

CONTRACT NUMBER: 2023055

CONTRACT DATE: March 05, 2024

CONTRACTOR/CONSULTANT/VENDOR: Hinterland Group, Inc.

VENDOR #: VC0000128640

CONTACT: Daniel Duke

CONTACT PHONE NUMBER: (561) 640-3503

Details: In accordance with your contract, you are to provide the following services: Storm Drainage repairs as directed. A Separate NTP will be issued directing the contractor to commence work within five (5) working days. The contract duration for this work request is 7 days.

This work shall be coordinated with, (48 hours prior to commencement of work):

Chase Miller, Public Works Superintendent R&B (561) 233-3999

The total amount of this request, per the attached documentation, is not to exceed \$ \$716,000

The Small Business Enterprise (SBE) goal for this contract is 19.06 % .

The estimated SBE participation for this request is 0 % .

The cumulative SBE participation to date for this Contract including this request is 0 % .

Name: Chase Miller

Title: Public Works Superintendent

Telephone Number: (561)233-3999

CONTRACTOR/CONSULTANT/VENDOR APPROVALS

Please indicate your receipt of this Work Order by signing and returning a duplicate copy.

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

[Signature] 8/20/24  
 Signature Date

\_\_\_\_\_  
 Signature Date

Daniel Duke III, President  
 Printed Name and Title

\_\_\_\_\_  
 Printed Name and Title

PALM BEACH COUNTY APPROVALS


BOARD APPROVAL? \_\_\_\_\_ Date: \_\_\_\_\_

Division Approval \_\_\_\_\_ Date \_\_\_\_\_

Budget Approval \_\_\_\_\_ Date \_\_\_\_\_

Assistant County Engineer \_\_\_\_\_ Date \_\_\_\_\_

Contract Review Committee (when required) Date \_\_\_\_\_

		<b>ROAD AND BRIDGE CONSTRUCTION COST ESTIMATE</b>			Exhibit 'A'
Project Description:		Storm Drainage Repairs		DATE:	7/8/2024
Project Location:		Garden Road at the EPB-6 Canal		Road Maintenance District:	1
Item #		Item Description		Commission District:	7
			Unit	Unit Price	Amount
83	Dewatering (6" Pump/Wellpoints)	10	CY	\$ 6,200.00	\$ 62,000.00
108	Sodding (To Match Existing) (See Notes)	500	SY	\$ 8.00	\$ 4,000.00
115	Floating Turbidity Barrier	300	LF	\$ 25.00	\$ 7,500.00
NIC	72" CIPP Liner	195	LF	\$ 2,960.00	\$ 577,200.00
Hinterland Group -2023055				<b>SUBTOTAL:</b>	<b>\$ 650,700.00</b>
				<b>CONT:</b>	<b>\$ 65,300.00</b>
				<b>TOTAL:</b>	<b>\$ 716,000.00</b>
STRIPING \$					

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PARTICIPATION**

PROJECT NAME OR BID NAME: Garden Rd  
 NAME OF PRIME BIDDER: Hinterland Group, Inc.  
 CONTACT PERSON: Nelson Bello  
 BID OPENING DATE: \_\_\_\_\_

PROJECT NO. OR BID NO.: 2024-0212  
 ADDRESS: 2051 W Blue Heron Blvd  
 PHONE NO.: 561-596-3503 FAX NO.: 561-640-3504  
 USER DEPARTMENT: Road and Bridge

**THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN WORKFORCE.**

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
	<u>M/WBE</u>	<u>SBE</u>	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Miorty Business	Small Business					
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ \$716,000.00 Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$0.00

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

*Nelson Bello*  
Signature

Project Manager  
Title

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



**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE**

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 2024-0212 PROJECT NAME: Garden Rd CIPP

TO: Hinterland Group, Inc.  
(Name of Prime Bidder)

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

Small Business Enterprise  Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian  Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: December 9, 2015

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. All	Item Description All Listed	Qty/Units All	Unit Price Per Bid	Total Price/ Percentage Schedule 100%

at the following price or percentage \$716,000.00  
(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

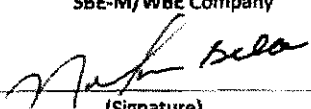
If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of that subcontractor and the amount below.

Price or Percentage \_\_\_\_\_ Hinterland Group, Inc.  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to a non-certified SBE or any other certified SBE subcontractors except as noted above.

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

Hinterland Group, Inc.  
Print name of  
SBE-M/WBE Company

By:   
(Signature)

Nelson Bello- Construction Project Manager  
Print name/title of person executing on behalf  
of SBE-M/WBE



ATLANTIC SPECIALTY INSURANCE COMPANY  
605 Highway 169 North, Suite 800  
Plymouth, Minnesota 55441

CFN 202402235711  
OR BK 35111 PG 1001  
RECORDED 4/29/2024 9:22 AM  
Palm Beach County, Florida  
Public Records Office  
Per 0091 0000 Page

PERFORMANCE BOND

Bond No.: 800103072

CONTRACTOR

(Name, legal status and address)

Hinterland Group Inc.  
2051 W. Blue Heron Boulevard  
Riviera Beach, FL 33404

OWNER

(Name, Legal Status and address)

Palm Beach County BOCC  
2300 North Jog Road  
West Palm Beach, FL 33411

CONSTRUCTION CONTRACT

Date: 4/29/2024  
Amount: (\$ 716,000.00)  
Seven Hundred Sixteen Thousand Dollars 00/100 Cents

Description (Name and Location):

Garden Road at the EPB-6 Canal  
Project #2023055; R2024-0212

SURETY

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, Minnesota 55441

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date (Not earlier than Construction Contract Date): 5/3/2024  
Amount: Seven Hundred Sixteen Thousand Dollars 00/100 Cents  
(\$ 716,000.00)

Modifications to this Bond:  None  See Section 16

CONTRACTOR AS PRINCIPAL

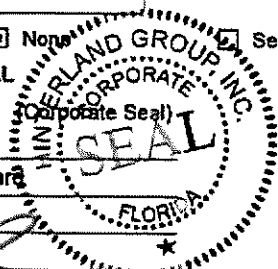
Company: Hinterland Group Inc.  
2051 W. Blue Heron Boulevard  
Riviera Beach, FL 33404

Signature:   
Name & Title: DANIEL DUKE III, PRESIDENT

SURETY

Company: Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

Signature:   
Name & Title: Daniel F. Wagner Jr., Attorney-in-Fact



CG  
6/25/24

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, Address and Telephone)

AGENT or BROKER:

Wagner Bonding & Insurance  
P.O. Box 2868, Lakeland, FL 33806  
863-859-9823

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond – 2010 edition.

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the surety demonstrates actual prejudice.

§ 5 When the owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond - 2010 edition.

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 DEFINITIONS

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any

The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond -- 2010 edition.

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and the Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

The language in this document conforms exactly to the language used in AIA Document A312-Performance Bond – 2010 edition.



### Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Daniel F. Wagner, Taylor D. Wagner, Daniel F. Wegner, Jr, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

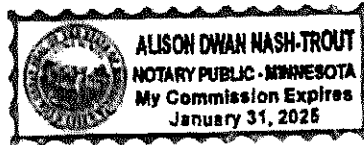
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 5<sup>th</sup> day of May 2021



*Kara Barrow*  
Kara Barrow, Secretary

This Power of Attorney expires  
January 31, 2025



**Palm Beach County  
Compliance Summary Report**

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00000524	Hinterland Group Inc.		Compliant					15-096 A2, 17-058	CREWS WITH EQUIPMENT, RENTAL OF, Lift Station Rehabilitation Project A Bid Package 2
		A++g , XV	The Charter Oak Fire Insurance Company	8102W5457552426G	1/31/2024	1/31/2025	Auto Liability		
		A++g , XV	Travelers Property Casualty Company of America	CUP2T68316524NF	1/31/2024	1/31/2025	Excess Liability		
		A++g , XV	The Charter Oak Fire Insurance Company	DTCO2W558369COF24	1/31/2024	1/31/2025	General Liability		
		A- , VIII	FFVA Mutual Insurance Co.	WC84008054622024A	1/31/2024	1/31/2025	Workers Comp		

**Risk Profile :** Standard - Construction Services  
**Required Additional Insured :** Palm Beach County Board of County Commissioners  
**Ownership Entity :**

### OEBO Agenda Review and Briefing – SBE Participation

<b>COMMISSION MEETING DATE:</b>	September 17, 2024	
<b>DEPARTMENT:</b>	Engineering and Public Works	
<b>AGENDA ITEM: 3C#XXXX</b>	Drainage Improvements/Repairs and Minor Construction CSC – Garden Road at the EPB-6 Canal	
<b>WAIVER REQUEST APPROVAL/DENIAL:</b>	N/A	
<b>GOAL SETTING API</b>	15% SBE Min. Mandatory	
<b>PROPOSED SBE PARTICIPATION:</b> - Work Order: 2023055-26	19.06% SBE Participation Commitment 0% for work order	
<b>CUMULATIVE CONTRACT SBE PARTICIPATION:</b>	0% overall SBE participation	
<b>CONTRACTOR:</b>	Hinterland Group, Inc. (Non-SBE)	
<b>SBE SUBCONTRACTOR(S):</b>	Special Developments LLC (MBE-HI) 11.52% R&D Paving, LLC (WBE) – 7.54%	
<b>CONCERN:</b>	The department will explain why there is no overall SBE participation to date during the review.	
<b>Reviewed by and date:</b>	Angela Smith, SBDS III	July 18, 2024