

SCHEDULE 4

BID NUMBER: RFQ:1039-21-3

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: Haskell-CDM Smith JV
(NAME OF PRIME PROPOSER)

The undersigned intends to perform work in connection with the above BID as (Check one):

 a individual a corporation a partnership a joint venture

The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Assist with the electrical scope of work with the design team. Self perform the electrical scope of work.

as the following price: \$ TBD
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
Electrical Scope	TBD	TBD

TBD % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

Brown Electrical Solutions
(NAME OF LOCAL CONTRACTOR)

DATE: 7/13/2020

BY: Vincent Brown
(SIGNATURE OF LOCAL CONTRACTOR)

SCHEDULE 2

BID NUMBER: No. 1039-21-3

LIAISON: _____

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: Haskell-CDM Smith, a Joint Venture

(NAME OF PRIME PROPOSER)

The undersigned intends to perform work in connection with the above BID as (Check one):

 a individual a corporation a partnership a joint venture

The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

PreConstruction Phase and Construction Phase Construction Management Services

as the following price: \$ 2%
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
<u>Construction Management Services</u>	<u>TBD</u>	<u>TBD</u>

 % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

Cooper Construction Management & Consulting, Inc.
(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

DATE: July 13, 2021

BY: [Signature]
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)



 **HASKELL CDM
Smith**
JOINT VENTURE



Tab 9 | Completed Standard Forms

9. Completed Standard Forms

The Team has submitted the required forms listed below as part of our company's proposal. They can be found on the following pages.

- ◆ Proposer's Certification
- ◆ Addendum Page
- ◆ Drug Free Workplace
- ◆ Public Entity Crimes Statement

Additional Forms

We have also submitted the forms below, which are not required or the proposal, but must be submitted prior to Comprehensive Development Agreement documents are signed.

- ◆ Insurance Certificate
- ◆ Bond Letter



PROPOSER'S CERTIFICATION

I have carefully examined the solicitation, Instructions, General and/or Special Conditions, Specifications, Terms and any other documents accompanying or made a part of this solicitation.

I hereby propose to furnish the goods or services specified herein and if applicable at the prices or rates quoted in my response. I agree that my proposal response will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the responses. Furthermore, I agree to abide by all conditions of the solicitation.

I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a response for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

The Haskell Company
NAME OF BUSINESS
BY: [Signature]
SIGNATURE OF AUTHORIZED OFFICER

Peter.Kinsley@haskell.com
E-MAIL ADDRESS

Sworn to and subscribed before me this
19 day of July, 2021

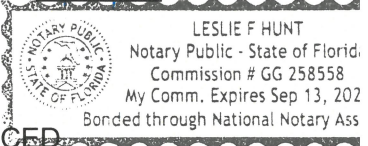
Peter M. Kinsley, Group President
PRINTED NAME AND TITLE
111 Riverside Avenue
MAILING ADDRESS

[Signature]
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: 9/13/22

Jacksonville, FL 32202
CITY, STATE, ZIP CODE
904.357.4868
TELEPHONE NUMBER

PERSONALLY KNOWN OR PRODUCED



904.475.7642
FAX NUMBER

IDENTIFICATION _____
TYPE: _____

STANDARD FORMS

ATTACHMENT A

In addition to the proposal, the forms listed below are to be completed and submitted with your proposal.

- 1) Proposer's Certification
- 2) Addendum Page
- 3) Drug Free Workplace
- 4) Public Entity Crimes Statement
- 5) Schedule 1 – Participation for Small Business Enterprises
- 6) Schedule 2 – Letter of Intent to Perform as a Small Business Sub- Contractors
- 7) Schedule 3- Local Business Participation
- 8) Schedule 4- Letter of Intent to Perform as a Local Business

NOTE: Please ensure that all these documents are completed and submitted with your response in accordance. Failure to do so may result in your bid not being considered for award.

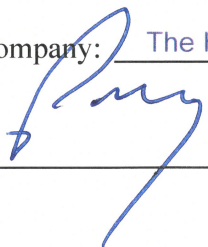
SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: July 19, 2021

Full Legal Name of Company: The Haskell Company

Signature: 

Printed Name: Peter M. Kinsley

Title: Group President, Infrastructure & Transportation



DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Peter M. Kinsley the (INDIVIDUAL'S NAME)

Group President of The Haskell Company
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE

July 19, 2021 DATE



CITY OF RIVIERA BEACH

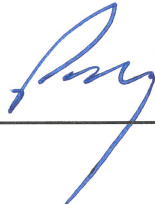
NOTIFICATION OF PUBLIC ENTITY CRIMES

LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by: Peter M. Kinsley

Firm Name: The Haskell Company

Signature: 

Name & Title (Print or Type): Peter M. Kinsley, Group President



"The Best Waterfront City in Which to Live, Work and Play."

**CITY OF RIVIERA BEACH
ADDENDUM NO. 1**

TO: ALL PROPOSERS

FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. ONE (1) TO RFQ 1039-21-3 DESIGN-BUILD-FINANCE OF UTILITY SPECIAL DISTRICT WATER TREATMENT FACILITIES

DATE: JULY 9, 2021

CC: GENERAL PUBLIC

A. NOTICE: The purpose of this Addendum is to address Requests for Information (RFIs) and provide a written response. All other terms and conditions of the solicitation remain unchanged.

QUESTIONS AND ANSWERS:

1. Requests that the respondent provide a sample risk assessment matrix for a project of similar size and scope. In order to show the complete sample risk matrix, Respondent requests that this sample risk matrix be excluded from total page count.

Answer: The RFQ shall be amended as follows:

TAB 6: PROJECT INNOVATION, DEVELOPMENT, AND MANAGEMENT PLAN (Limited to 20 pages)

2. Indicates respondent shall provide tabs separating each section of the submittal. Please confirm that tabs do not count towards total page count.

Answer: The tabs do not count toward the total page count.

3. Respondent requests that copies of all responses are made available for public inspection no earlier than thirty (30) days after the date of Award announcement

Answer: The RFQ responses shall be made available as required by the Florida Sunshine Law statutes and the timeframes therein listed.

4. A Link or directions on how to attend the virtual pre-proposal conference

Answer: The link was provided prior to the pre-proposal conference.

5. A copy of the contract or contracts the city will be using for this project

Answer: The District will recommend that the Water Design Build Council Progressive Design-Build contract or the Design-Build Institute of America Contract 530 and 535 be used for this project. These sample contracts can be found on the respective online sites for the organizations. The District reserves the right to offer different sample contract forms if it is in the best interest of the District and acceptable to the successful proposer.

6. RFP Page 23 of 40 appears to have skipped Tab 7 and instead labels the Local Vendor Preference as Tab 8. The Evaluation Criteria on page 26 of 40 labels Local Vendor Preference as Tab 7. Please confirm that the Local Vendor Preference should be included in Tab 7 and that subsequently the SBE/M/WBE Forms (Schedules 1-4) should be included in Tab 8 and the Completed Standard Forms should be included in Tab 10 Confirm there are a total of 9 Tabs vs 10 as labeled.

Answer: Yes, this was a scrivener's error and local preference may be included under Tab 7, and SBE/M/WBE Forms under Tab 8 and completed Standard Forms under Tab 9 for a total of 9 Tabs.

7. Page 24 of 40 states that the Schedule 1-4 forms should be included in both the SBE/M/WBE Forms Tab as well as the Completed Standard Forms Tab. Please advise in which Tab Schedules 1-4 should be inserted.

Answer: See response to question 6.

8. Please clarify item 14 on pages 17 and 18 of 40 which requires that Proposers and representatives must disclose their identity and provide a signed receipt for the proposal. Please provide a form for disclosure and receipt.

Answer: The Form attached under Page 33 is the signature form.

9. With respect to the Submission Instructions and Requirements on page 17 of 40, the RFP moves from paragraph 1 immediately to article 1.2 - please confirm that there is no article 1.1 for this section.

Answer: There is no Article 1.1.

10. Please clarify the preferred contractual mechanism for Phase 1, i.e. an Interim Agreement and provide a draft of such agreement. Please confirm whether the District or the City would be the counterparty during Phase 1.

Answer: *If the District accepts the financing option provided by the successful proposer, the District will be party to the Phase I contract utilizing one of the sample contracts listed above. The contract must be assignable to a financing organization if that option is selected by the City prior to Phase II of the project.*

11. Please clarify the preferred contractual mechanism for Phase 2, i.e. a Comprehensive Agreement and provide a draft of such agreement. Please confirm if the District would be the counterparty during Phase 2.

Answer: *As stated above, the District will propose utilizing one of the standard contracts listed in this addendum and if the financing option by the successful proposer is selected, the contract will be assignable to the financial partner if it is required for the financing package. The District would then not be a party to the Phase II agreement although any Phase II agreement would require the District to approve all plans, specifications, permits, shop drawings, pay requests and any other portion of the project that will require approval for construction. The Districts approval would occur prior to the approval by the financing partner under strict guidance in the contract.*

12. Please provide the District and City's anticipated dates for shortlisting, oral presentations, determination of final ranking(s) and execution of agreement for Phase 1 Services.

Answer: *The Districts goal is to move the selection of the project partner to final approval as quick as possible. As stated in the RFQ, it is the Districts desire to start preliminary construction on the site in November of 2021.*

13. Question 3 in Tab 5 states: "Provide information on options within a lease-lease back agreement or a private capital agreement for a tiered payment system to allow gradual rate increases and leveraging current debt payments." To help us provide an appropriate response, please clarify the verbiage "leveraging current debt payments" - in other words, please clarify with which debt payments you are referring.

Answer: *The District has two senior lien debts outstanding, the Water and Sewer Revenue Refunding Bond, Series 2014 (the "Series 2014 Bonds") and the Water and Sewer Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). As of October 1, 2019, the Series 2014 Bonds have \$18,745,000 in principal outstanding and the Series 2016 have \$30,445,000 Outstanding. Based on the existing debts, the annual debt service payment requirements for are approximately \$4,450,000 annually through 2036. Rate increases will be required to fund private debt either through a lease-lease back agreement or private equity capital agreement. As stated in the RFQ, the District is seeking a financial option that allows these rate increases to be gradual over the lease or payment period and leverage available funds from the current debt payments when they mature.*

14. In the Introductory paragraph of "Tab 4: Development Team Experience" (pg. 20), the City requests "A minimum of four (4) but no more than ten (10) projects total, and no more than one project per page." Item 2 in Tab 4, on that same page, requests "a list of design-build projects delivered for governmental clients..." This list needs to include information for sub-items "a" through "i".

Is the design-build list requested in Item 2 related to the first requirement (“A minimum of four (4) but no more than ten (10) projects total, and no more than one project per page.”) or is this a separate list? If the Design-Build Project List is a separate list, what items does the City wish to see in the 1-page project descriptions?

Answer: The proposers should provide the District a complete list of related projects with a summary of the information requested in sub-items “a through i” in a table for the District to review relevant experience. There is no limit on the projects provided in the list. From this list, the proposers should select at least four but no more than ten projects to provide additional information concerning the selected projects expanding on the sub-items “a through i” utilizing one page per project.

15. On page 20, Tab 4: “Development Team Experience” Item 2h requests to “Provide a list with descriptions of pending projects and the projected completion dates.” This list is a sub-item of the Design-Build Project List; however, it appears that it could be meant to be a separate list. If so, should we include it below the Design-Build Project List? Also, what type of pending projects does the City wish to see here?

Answer: The RFQ shall be amended to remove the last sentence of Item 2h “Provide a list with descriptions of pending projects and the projected completion dates”. This information is not required as part of this item. Completion dates shall be provided as stated as part of item 2i.

16. On page 26, the City has noted that the Local Vendor Preference is located on Tab 7. However in the previous section on page 23 there is no Tab 7. Please verify that the correct reference would be Tab 8.

Answer: See response in question number 6.

17. On page 26, the City has noted that the local Vendor preference is as below, please verify that our interpretation listed below is correct:

As provided in the RFQ

Local Vendor Preference (Tab 7)	
Meet or Exceed 15%	15 Points
15% Participation	10 Points
> 15% Participation	05 Points

Suggested language

Local Vendor Preference (Tab 8)	
> 15%	15 Points
15% Participation	10 Points
< 15% Participation	05 Points

Answer: The language stands for lines one and two as cited. Line number 3 for less than 15 percent participation is modified to read < 15% participation.

18. On page 23, the City has indicated in Tab 8, their preference for local business utilization. In the paragraph it refers to “bidder”. Please verify that a “bidder” may be a proposer for the RFQ OR may be a “bidder” of services or products to the proposer. Please verify that 100% of the local “bidder” will count towards the stated % goal we state in our proposal.

Answer: The term bidder can mean both the proposer for the RFP or may be a bidder for to the proposers.

19. On page 31, the City has indicated in the section titled “Local Vendor Preference” again references “bidder”. Please verify that a “bidder” may be a proposer for the RFQ OR may be a “bidder” of services or products to the proposer. Please verify that 100% of the local provider will count towards the stated % goal we state in our proposal.

Answer: See the response to question number 18.

20. On page 31, the City has indicated in the section titled “Local Vendor Preference” that one of the partners in a joint venture/partnership must meet the criteria as set forth in this section for a local business. Our understanding is that partner must be a viable partner in the joint venture and would therefore be required to have a controlling interest to qualify. As an example, a partner in a two party joint venture could not have a 5% stake in the Joint Venture and the team would receive 100% Local Participation credit unless the partner had a minimum of 51% in the JV.

Answer: If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The bidder shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

21. On page 17, Item 14 indicates that all copies of the Proposer’s submittal shall be on single-sided 8½ x 11 plain white paper. Would it be acceptable to use an 11 x 17-size sheet for the org chart(s) and one for the schedule? If so, would it count as 1 or 2 pages?

Answer: The District prefers all submittal information use 8.5x11 paper because it allow the .pdf file to be easily reviewed digitally. The District has considered the size of potential schedules and organization charts and Item 14 of the RFQ will be amended as follows: “The requested draft project schedule and requested organization charts shall be provided on 8.5x11 sheets but the continuation of a schedule or organizational chart on additional pages will not count toward the required page totals”.

22. On page 20, “Tab 4: Development Team Experience”, Item 2.f is missing from the list. Is this item actually missing or was just the number skipped?

Answer: The number was skipped.

23. On page 33, Attachment A, lists “Addendum Page” as one of the items to be submitted with the proposal; however, an Addendum Page was not included in the RFQ. Is this because no addendum has been issued yet?

Answer: This addendum includes a signature page and shall be submitted with the proposal as a required form acknowledging receipt of the addendum.

24. Please confirm whether wet signatures for the Prime Firm only need to be provided in the Original submittal, and not for “Schedule 2 – Small Business Enterprise” and “Schedule 4 – Local Business” with sub-contractors’ signatures.

Answer: Yes. A wet signature from the Prime Firm is required in the original submittal.

25. Also, Schedule 3 is titled “Participation for Local Businesses as Sub-Contractors at Least 25%.” I believe “at Least 25%” needs to be removed. Can you please confirm?

Answer: No, this is valid.

26. On page 31 “Local Vendor Preference,” the City states that if at least one partner of a joint venture/partnership meets the criteria for a local business, then the entire joint venture team is considered local. How does this designation impact the scoring and rankings, is it solely for the 15 points for Local Vendor preference?”

Answer: It is solely for the 15 points for local preference.

Addendum No. 1 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Tuesday, July 20, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Althea Pemsel, Director of Procurement
1481 West 15th Street
Riviera Beach, FL 33404
purchasing@rivierabeach.org

The Haskell Company

NAME OF COMPANY

DATE: July 19, 2021



PROPOSER’S SIGNATURE

Peter M. Kinsley

PROPOSER’S PRINTED NAME



"The Best Waterfront City in Which to Live, Work and Play."

**CITY OF RIVIERA BEACH
ADDENDUM NO. 2**

TO: ALL PROPOSERS

FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT

SUBJECT: ADDENDUM NO. TWO (2) TO RFQ 1039-21-3 DESIGN-BUILD-FINANCE OF UTILITY SPECIAL DISTRICT WATER TREATMENT FACILITIES

DATE: JULY 14, 2021

CC: GENERAL PUBLIC

- A. **NOTICE:** The purpose of this Addendum is to address Requests for Information (RFIs) and provide a written response. All other terms and conditions of the solicitation remain unchanged.

QUESTIONS AND ANSWERS:

1. Please confirm it is acceptable to include a full example of a prior risk register as an exhibit outside of the 20 pages in Tab 6. Could you please confirm this is the intent of your answer?

Answer: The request in the solicitation was for a sample risk assessment and not a full sample risk register, this may be excluded from the page count of 20, and cannot exceed 3 pages.

2. Answer #1 references amendments to Tab 6. Please clarify the amendments to the Tab beyond the title and total page count

Answer: See the response in question 1 above, which added the limitation of a 3 page limit to the sample risk assessment.

3. Question: 1. Requests that the respondent provide a sample risk assessment matrix for a project of similar size and scope. In order to show the complete sample risk matrix, Respondent requests that this sample risk matrix be excluded from total page count. Nothing was amended and the original RFQ requirement remains. Please verify that the

intended answer should be: The sample risk matrix will be excluded from the total page count

Answer: See answer to question #1.

Addendum No. 2 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Tuesday, July 20, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Althea Pemsel, Director of Procurement
1481 West 15th Street
Riviera Beach, FL 33404
purchasing@rivierabeach.org

The Haskell Company

NAME OF COMPANY

DATE: July 19, 2021



PROPOSER'S SIGNATURE

Peter M. Kinsley

PROPOSER'S PRINTED NAME



**USI Insurance
Services, Inc.**
1 Concourse Parkway, NE
Suite 700
Atlanta, GA 30328

July 6, 2021

Office of the City Clerk City of Riviera Beach
Riviera Beach Utility Special District & City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

**Re: The Haskell Company
RFQ 1039-21-3 Design-Build-Finance of City of Riviera Beach Utility Special District Water
Treatment Facilities**

To Whom It May Concern:

The Haskell Company is a highly regarded and valued client of Travelers Casualty and Surety Company of America and Liberty Mutual Insurance Company. We hold its management in the highest regard. The Haskell Company has performed a wide variety of projects including design build, construction management at risk, federal work, school projects, medical facilities, water/wastewater along with various other commercial and government work. We have had the privilege of providing surety credit for The Haskell Company and would consider single jobs of \$200 million and an aggregate program of \$1.2 billion.

For qualification purposes, we are favorably considering providing the performance and payment bonds for the captioned project.

We confirm that Travelers Casualty and Surety Company of America and Liberty Mutual Insurance Company carry A. M. Best Ratings of A++ XV and A XV respectively. In addition, the sureties are properly licensed to conduct business in all states and are listed with the United States Department of Treasury's Listing of approved sureties.


Travelers Casualty and Surety Company of America and Liberty Mutual Insurance Company reserve the right to underwrite each surety obligation individually at the time bid or final bonds are required. We also expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions and financing by our client and their sureties. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

The terms of this letter are valid for a period of one year. Should the need arise for this period to be extended; it must be done so by the surety in the form of written notification.

If you should need further assurances on our fine client, please contact our office.

Sincerely,

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
LIBERTY MUTUAL INSURANCE COMPANY**


Annette Wisong
Attorney-In-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Annette Wisong** of **ATLANTA Georgia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6 day of July, 2021



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202336-969078

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Cheryl Lynn Boozer; Sarah Hancock; Tina H. Kennedy; Kathryn Kleinschmidt; Kate Longaker; Steven L. Swords; Joseph R. Williams; Annette Wisong

all of the city of Atlanta state of GA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 11th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6 day of July, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2022

DATE (MM/DD/YYYY)

6/29/2021

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1397248 THE HASKELL COMPANY 111 RIVERSIDE AVENUE JACKSONVILLE FL 32202	INSURER A: American Contractors Ins Co Risk Retention Group		12300
	INSURER B:		
	INSURER C: ACIG Insurance Company		19984
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES * CERTIFICATE NUMBER: 17674475 REVISION NUMBER: XXXXXXXX

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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> * SEE BELOW FOR STOP GAP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	GL21A00017	6/1/2021	6/1/2022	EACH OCCURRENCE \$ 10,000,000
A				GL21B00017	6/1/2021	6/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A				GL21C00017	6/1/2021	6/1/2022	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 10,000,000
							GENERAL AGGREGATE \$ 10,000,000
							PRODUCTS - COMP/OP AGG \$ 10,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	AL21000024	6/1/2021	6/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
							BODILY INJURY (Per person) \$ XXXXXXXX
							BODILY INJURY (Per accident) \$ XXXXXXXX
							PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
							\$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
							AGGREGATE \$ XXXXXXXX
							\$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WCA000010121 WCA000006021 WCA000000921 WCA000020221	6/1/2021 6/1/2021 6/1/2021 6/1/2021	6/1/2022 6/1/2022 6/1/2022 6/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 [THE GENERAL LIABILITY POLICY INCLUDES STOP GAP EL \$1,000,000/\$1,000,000/\$1,000,000 FOR ND, OH, WA, WY] THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED IF REQUIRED BY SIGNED, WRITTEN CONTRACT.

CERTIFICATE HOLDER

17674475
 City of Riviera Beach
 Office of the City Clerk
 600 West Blue Heron Boulevard
 Riviera Beach FL 33404

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

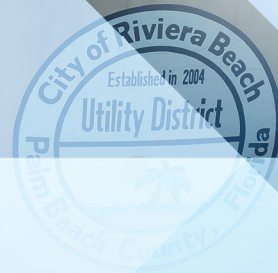
Joseph M. Agnello

© 1988-2015 ACORD CORPORATION. All rights reserved.



 **HASKELL CDM
Smith**
JOINT VENTURE





 **HASKELL** **CDM**
JOINT VENTURE **Smith**

