

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	March 17, 2020	Consent [X]	Regular []
		Public Hearing []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Authorization (WA) No. 1 to the Continuing Contract for Wastewater Gravity Lines and Manhole Rehabilitation (Contract) with Hinterland Group Inc., (Hinterland) for the Gravity Main and Manhole Rehab (Project) in the amount of \$1,225,047.61

Summary: On February 5, 2019, the Board of County Commissioners approved the Water Utilities Department (WUD) Contract (R2019-0216) with Hinterland. WA No.1 provides for the rehabilitation of approximately 31,000 linear feet of existing wastewater gravity pipelines located within Boca Raton, FL. The required work will include cleaning of the gravity sewer pipelines and manholes, video inspection, and rehabilitation of the pipelines and manholes where necessary. This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Opportunity Ordinance on October 16, 2018. The SBE participation goal established under the 2002 Ordinance was 15% overall participation. The Contract provides for 91.845% SBE participation. WA No. 1 includes 100% SBE participation. The cumulative SBE participation including WA No.1 is 100%. Hinterland is a Palm Beach County company. The project is included in the WUD FY20 Budget (WUD Project 20-012) Districts 2, 4 & 5 (MJ)

Background and Justification: Completion of this work will restore the service life of the wastewater collection system assets, reduce groundwater infiltration to the sewer system, restore system capacity and improve the long-term operability of the wastewater collection system.

Attachments:

1. Four (4) Originals of Work Authorization No. 1
2. Location Map
3. Certificate of Liability Insurance

Recommended By: Jim Stiles Department Director 2-19-2020 Date

Approved By: Nancy J. Bolth Assistant County Administrator 3/2/20 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$1,225,048	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	\$1,225,048	0	0	0	0

ADDITIONAL FTE POSITIONS (Cumulative) 0 0 0 0

Budget Account No.: Fund 4011 Dept 721 Unit W031 Object 6547

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:

Patricia Brown 2/21/2020
 OFMB *Patricia Brown*

A. S. Jacoby 2/24/2020 TW
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 2/27/2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

WORK AUTHORIZATION NO. 1

Palm Beach County Water Utilities Department
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation
Resolution # R2019-0216 Contract Dated February 5, 2019

Project Title: Gravity Main and Manhole Rehab

WUD Project No.: 20-012

Contractor: Hinterland Group Inc.

Address: 2051 W Blue Heron Blvd, Riviera Beach, FL 33404

Budget Line Item No. 4011 - 721 - W031 - 6547

District: 2, 4 & 5

This Work Authorization provides for: Sewer system rehabilitation, rehabilitation of sewer manholes, installation of approximatley 31,000 linear feet of collection system pipe liner, and lateral replacement/rehabilitation in basins 605, 606, 602 ,171 and 1043.

See ATTACHMENT A for detailed scope of services.

The Contract provides for 91.845% SBE participation. This Work Authorization includes 100 % participation. The cumulative proposed SBE participation including this authorization is 100 %.

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 335 Calendar Days
Final Construction Completion 365 Calendar Days

Liquidated damages will apply as follows:

\$ 1000.00 per day past substantial completion date.
\$ 500.00 per day past final completion date.

Palm Beach County Water Utilities Department
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation
Resolution # R2019-0216 Contract Dated February 5, 2019

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$ 1,225,047.61.
4. This Work Authorization does not amend, change, or modify the Contract which remains in full force and effect.
5. All Attachments to this Authorization are incorporated herein and made a part of this Work Authorization.

Palm Beach County Water Utilities Department
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation
Resolution # R2019-0216 Contract Dated February 5, 2019

Project Title: Gravity Main and Manhole Rehab

WUD Project No.: 20-012

IN WITNESS WHEREOF, this Work Authorization is accepted, subject to the terms, conditions and obligations of the aforementioned Contract.

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Sharon R. Bock, Clerk & Comptroller,
Palm Beach County

Palm Beach County,
Board of County Commissioners

ATTEST:

Signed: _____

Signed: _____
Dave Kerner, Mayor *JCS*

M.T.

Typed Name: _____
Deputy Clerk

_____ Date

Approved as to Form and Legal Sufficiency

CONTRACTOR: HINTERLAND GROUP Inc

Signed: _____

(Signature)

M.T.

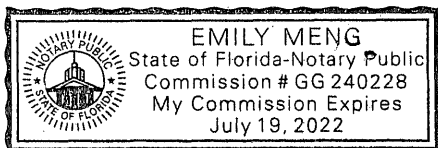
Typed Name: _____
County Attorney

Chase Rogers, Project Director
(Name and Title)

12/11/19
Date

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11 day of December, 2019,
by Chase Rogers as Project Director
for Hinterland Group Inc.



Emily Meng
(Signature of Notary Public - State of Florida)
Emily Meng
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____ Type of Identification Produced _____

LIST OF ATTACHMENTS

WORK AUTHORIZATION NO. 1

Palm Beach County Water Utilities Department
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation
Resolution # R2019-0216 Contract Dated February 5, 2019

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	Work Authorization Schedule of Bid Items
ATTACHMENT F	OEBO Schedule 1 and Schedule 2
ATTACHMENT G	Summary of SBE/Minority Business Tracking
ATTACHMENT H	Location Map
ATTACHMENT I	Authorized Persons

Revised 9-25-19

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ATTACHMENT A

SCOPE OF WORK AUTHORIZATION NO. 1

WUD PROJECT NO.: 20-012

PROJECT TITLE: Gravity Main and Manhole Rehab

Contractor shall perform:

Sewer system rehabilitation, rehabilitation of sewer manholes, installation of approximately 31,000 linear feet of collection system pipe liner, and lateral replacement/ rehabilitation in basins 605, 606, 602 ,171 and 1043.

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ATTACHMENT 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	20-012	Gravity Main and Manhole Rehab	Pending	\$1,225,047.61	\$1,225,047.61	100%	BCC	TBD

ATTACHMENT C

PUBLIC CONSTRUCTION BOND – WORK AUTHORIZATION NO. 1
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation
Resolution # R2019-0216 Contract Dated February 5, 2019

PROJECT TITLE: Gravity Main and Manhole Rehab

WUD PROJECT NO.: 20-012

BOND NUMBER: 21BCSIE4100

WORK AUTHORIZATION/BOND AMOUNT: \$1,225,047.61

CONTRACTOR'S NAME: Hinterland Group Inc.

CONTRACTOR'S ADDRESS: 2051 W Blue Heron Blvd

Riviera Beach, FL 33404

CONTRACTOR'S PHONE: 561-640-3503

SURETY COMPANY: Hartford Accident and Indemnity Company

SURETY'S ADDRESS: One Hartford Plaza

Hartford, CT 06155

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: Gravity Main Manhole Rehab

PROJECT LOCATION: Bocaire BLVD, Boca Raton, FL

LEGAL DESCRIPTION: Range-Township-Section 43-43-3

Revised 9-25-19

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Authorization No. 1 to Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation Resolution No. R2019-0216 dated on February 5, 2019.

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 Two Hundred Twenty-Five Thousand Forty-Seven Dollars and 61/100, \$1,225,047.61

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. 1 to Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation Resolution No. R2019-0216__with the County for

Work Authorization Project Name: Gravity Main and Manhole Rehab
Work Authorization Project No.: 20-012
Project Description: The completion of a sewer system evaluation survey, rehab of sewer manholes, installation of collection system pipe lining, lateral replacement and rehabilitation in basins 605, 606, 602, 171, and 1043.
Project Location: Bocaire BLVD, Boca Raton, FL

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Palm Beach County Water Utilities Department
Location of Firm: 8100 Forest Hill Boulevard; West Palm Beach, FL 33413
Phone: 561-493-6072
Fax: 561-493-6113

which Work Authorization No. 1 to Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation Resolution No. R2019-0216 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
 - 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

Revised 9-25-19

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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.

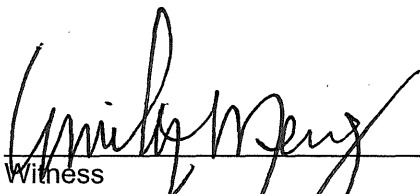
2. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the Work Authorization or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

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.

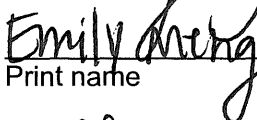
4. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the Work Authorization are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any 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.

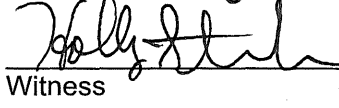
6. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida and not elsewhere.



Witness



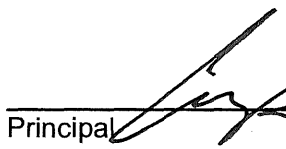
Print name



Witness

Holly Strunk

Print name

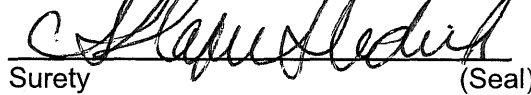


Principal
Chase Rodgers

Print name

Project Director

Title



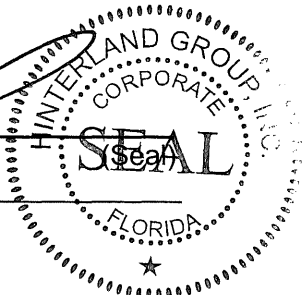
Surety (Seal)

Augusta M. Godinho

Print name

Attorney In Fact

Title



ATTACHMENT D

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name) Hinterland Group Inc. & Hartford Accident and Indemnity Company

We the undersigned hereby guarantee that the **Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation Contract, Resolution No. R2019-0216**, Contract Dated February 5, 2019, WUD Project No. 20-012, Work Authorization No. 1, Project Title: **Gravity Main and Manhole Rehab**, 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

(Contractor) Hinterland Group Inc

By: [Signature]
(Signature)

Chase Rogers
(Printed Name)



Hartford Accident and Indemnity Company (Seal)
(Surety)

By: [Signature]
(Signature)

Augusta M. Godinho
(Printed Name)

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HALCYON UNDERWRITERS
Agency Code: 21-224119

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Paul C. Lyons III, Katherine A. Lee, Augusta M. Godinho of MAITLAND, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 10, 2019
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President



HALCYON UNDERWRITERS

YOUR PARTNER IN PRODUCTION. MAKING THE DIFFERENCE

2301 Lucien Way, Suite 360
Maitland, FL 32751

December 10, 2019

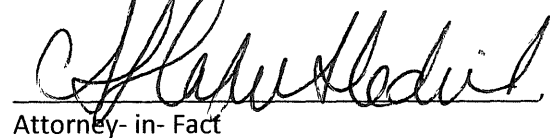
To: Palm Beach County
8100 Forest Hill Boulevard
West Palm Beach, FL 33413

Re: Hinterland Group Inc.
Bond No: 21BCSIE4100
WUD: 20-012/ Work Authorization No. 1
Resolution #: R2019-0216

To Whom It May Concern

Please allow this letter to serve as formal authorization for Palm Beach County Water Utilities Department to date the captioned Construction Bond and power of attorney to coincide with the Contract Date. Please advise our office once dated. We are the bonding agent for Hinterland Group, Inc. They are bonded by Hartford Accident and Indemnity Company, an A+ rated surety in the AM Best Guide. Please be advised that we authorize you to date powers of attorney, form of guarantee and bonds for WUD: 20-012 / Work Authorization No. 1. Gravity Main and Manhole Rehab.

Thank you and please call me if you have any questions.



Attorney-in-Fact

Augusta M. Godinho
Print Name

ATTACHMENT E

Schedule of Bid Items

Palm Beach County Water Utility Department
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation - Resolution R2019-0216

Work Authorization No.: 1
Contractor Name: Hinterland Group Inc.
Project Name: Gravity Main and Manhole Rehab
WUD Project No.: 20-012

NO.	BID ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Point Repair (open trench), 4" through 8" Gravity Pipe (up to 5.9' deep)	5	LF	\$ 160.00	\$800.00
2	Point Repair (open trench), 4" through 8" Gravity Pipe (6' to 7.9' deep)	5	LF	\$ 200.00	\$1,000.00
3	Point Repair (open trench), 4" through 8" Gravity Pipe (8' to 9.9' deep)	5	LF	\$ 250.00	\$1,250.00
4	Point Repair (open trench), 4" through 8" Gravity Pipe (10' to 11.9' deep)	5	LF	\$ 350.00	\$1,750.00
5	Point Repair (open trench), 4" through 8" Gravity Pipe (12' to 13.9' deep)	5	LF	\$ 450.00	\$2,250.00
6	Point Repair (open trench), 4" through 8" Gravity Pipe (14' to 16' deep)	5	LF	\$ 550.00	\$2,750.00
15	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (6' to 7.9' deep)	280	LF	\$ 140.00	\$39,200.00
28	Gravity Sewer Main Cleaning and TV Inspection (6" through 12" Pipe)	31,097	LF	\$ 4.00	\$124,388.00
34	Mechanical Tuberculation/Concrete Removal 16" pipe or smaller)	3,291	EA	\$ 8.00	\$26,328.00
35	Protruding service connection removal by internal means	5	EA	\$ 200.00	\$1,000.00
46	Install CIPP Liner for 8" Gravity Sewer Main (8' to 11.9' deep)	31,097	LF	\$ 28.00	\$870,716.00
48	Install CIPP Liner for 10" Gravity Sewer Main (up to 7.9')	20	LF	\$ 32.00	\$640.00
52	Install CIPP Liner for 12" Gravity Sewer Main (8' to 11.9' deep)	20	LF	\$ 45.00	\$900.00
58	Install T-liner in 6" to 16" Sewer Mains with 4" to 6" Sewer Laterals (include 25' of lateral at all depths)	5	EA	\$ 3,500.00	\$17,500.00
64	Seal visible infiltration through manhole walls, bench and invert (brick manhole)	2	EA	\$ 500.00	\$1,000.00
65	Seal visible infiltration through manhole walls, bench and invert (concrete manhole)	2	EA	\$ 500.00	\$1,000.00
66	Repair Sewer Manhole bench and invert	2	EA	\$ 300.00	\$600.00
67	Replace Sewer Manhole bench and invert	2	EA	\$ 400.00	\$800.00
68	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole	20	SQFT	\$ 25.00	\$500.00
86	Install cementitious manhole liner for precast manhole	50	VF	\$ 220.00	\$11,000.00
87	Install cementitious manhole liner for brick manhole	50	VF	\$ 200.00	\$10,000.00
92	Preconstruction Manhole Survey (Condition Assessment Level 2)	190	EA	\$ 85.00	\$16,150.00
97	Asphalt Pavement Removal	5	Sq Yd	\$ 2.00	\$10.00
99	Asphalt Pavement Overlay (1.5" thick, Asphalt Type S-III: 20 to 100 tons per work area)	5	Tons	\$ 250.00	\$1,250.00
103	Density Test	5	EA	\$ 45.00	\$225.00
104	Proctor Test	5	EA	\$ 100.00	\$500.00
105	Sod Replacement (St Augustine, Bahia or Bermuda)	5	Sq Yd	\$ 4.00	\$20.00
106	Demucking with Imported Clean Fill	5	Cu Yd	\$ 18.00	\$90.00
107	Maintenance of Traffic (M.O.T.)	34,206	LF	\$ 0.75	\$25,654.50
108	Pre-Construction Video	34,206	LF	\$ 0.50	\$17,103.00
Subtotal					\$1,176,374.50
120	Mobilization/Demobilization (3.5% of Subtotal Bid Price (A))	1	LS	\$ 41,173.11	\$41,173.11
121	Additional Work not included in Bid Items (15% of Subtotal Bid Price (A))				
	Asphalt Milling: \$30 per sq yd with a minimum of 250 sq yds per trip.	250	Sq Yd	\$ 30.00	\$7,500.00
Total					\$1,225,047.61

ATTACHMENT F
OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

Revised 9-25-19

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Gravity Main and Manhole Rehab
 NAME OF PRIME RESPONDENT/BIDDER: Hinterland Group Inc.
 CONTACT PERSON: Brett Konchak
 SOLICITATION OPENING/SUBMITTAL DATE: _____

SOLICITATION/PROJECT/BID No.: 20-012
 ADDRESS: 2051 W Blue Heron Blvd, Riviera Beach, FL 33404
 PHONE NO.: 561-640-3503 E-MAIL: info@hinterlandgroup.com
 DEPARTMENT: WUD

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.

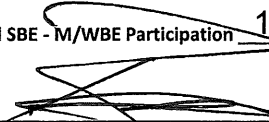
Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Hinterland Group Inc. - 2051 W Blue Heron Blvd, Riviera Beach, FL 33404 - 561-640-3503	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	<u>100%</u>	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ \$1,225,042.61

Total _____
 Total SBE - M/WBE Participation 100%

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



 Signature

Brett Konchak, Director of Operations

 Title

- Note:**
1. 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.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. 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 9-25-19

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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: 20-012

SOLICITATION/PROJECT NAME: Gravity Main and Manhole Rehab

Prime Contractor: Hinterland Group Inc. Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 12/10/2015-12/9/2018

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"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic 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
	See Attachment E				\$1,225,047.61/100%

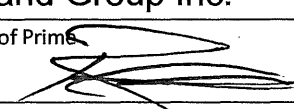
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$1,225,047.61/100%

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 Subcontractor/subconsultant

Price or Percentage: _____

Hinterland Group Inc.
Print Name of Prime

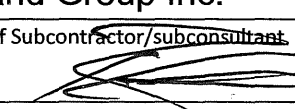
By: 
Authorized Signature

Brett Konchak
Print Name

Director of Operations
Title

Date: 12/11/2019

Hinterland Group Inc.
Print Name of Subcontractor/subconsultant

By: 
Authorized Signature

Brett Konchak
Print Name

Director of Operations
Title

Date: 12/11/2019

ATTACHMENT E

Schedule of Bid Items

Palm Beach County Water Utility Department

Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation - Resolution R2019-0216

Work Authorization No.: 1

Contractor Name: Hinterland Group Inc.

Project Name: Gravity Main and Manhole Rehab

WUD Project No.: 20-012

NO.	BID ITEM	QTY	UNIT	UNIT PRICE	TOTAL
1	Point Repair (open trench), 4" through 8" Gravity Pipe (up to 5.9' deep)	5	LF	\$ 160.00	\$800.00
2	Point Repair (open trench), 4" through 8" Gravity Pipe (6' to 7.9' deep)	5	LF	\$ 200.00	\$1,000.00
3	Point Repair (open trench), 4" through 8" Gravity Pipe (8' to 9.9' deep)	5	LF	\$ 250.00	\$1,250.00
4	Point Repair (open trench), 4" through 8" Gravity Pipe (10' to 11.9' deep)	5	LF	\$ 350.00	\$1,750.00
5	Point Repair (open trench), 4" through 8" Gravity Pipe (12' to 13.9' deep)	5	LF	\$ 450.00	\$2,250.00
6	Point Repair (open trench), 4" through 8" Gravity Pipe (14' to 16' deep)	5	LF	\$ 550.00	\$2,750.00
15	Single Lateral Replacement with Cleanout Installation (Removal and Installation) (6' to 7.9' deep)	280	LF	\$ 140.00	\$39,200.00
28	Gravity Sewer Main Cleaning and TV Inspection (6" through 12" Pipe)	31,097	LF	\$ 4.00	\$124,388.00
34	Mechanical Tuberculation/Concrete Removal 16" pipe or smaller)	3,291	EA	\$ 8.00	\$26,328.00
35	Protruding service connection removal by internal means	5	EA	\$ 200.00	\$1,000.00
46	Install CIPP Liner for 8" Gravity Sewer Main (8' to 11.9' deep)	31,097	LF	\$ 28.00	\$870,716.00
48	Install CIPP Liner for 10" Gravity Sewer Main (up to 7.9')	20	LF	\$ 32.00	\$640.00
52	Install CIPP Liner for 12" Gravity Sewer Main (8' to 11.9' deep)	20	LF	\$ 45.00	\$900.00
58	Install T-liner in 6" to 16" Sewer Mains with 4" to 6" Sewer Laterals (include 25' of lateral at all depths)	5	EA	\$ 3,500.00	\$17,500.00
64	Seal visible infiltration through manhole walls, bench and invert (brick manhole)	2	EA	\$ 500.00	\$1,000.00
65	Seal visible infiltration through manhole walls, bench and invert (concrete manhole)	2	EA	\$ 500.00	\$1,000.00
66	Repair Sewer Manhole bench and invert	2	EA	\$ 300.00	\$600.00
67	Replace Sewer Manhole bench and invert	2	EA	\$ 400.00	\$800.00
68	Wall Repair/Build Up for Excessive Interior Wall Surface Loss of Sewer Manhole	20	SQFT	\$ 25.00	\$500.00
86	Install cementitious manhole liner for precast manhole	50	VF	\$ 220.00	\$11,000.00
87	Install cementitious manhole liner for brick manhole	50	VF	\$ 200.00	\$10,000.00
92	Preconstruction Manhole Survey (Condition Assessment Level 2)	190	EA	\$ 85.00	\$16,150.00
97	Asphalt Pavement Removal	5	Sq Yd	\$ 2.00	\$10.00
99	Asphalt Pavement Overlay (1.5" thick, Asphalt Type S-III: 20 to 100 tons per work area)	5	Tons	\$ 250.00	\$1,250.00
103	Density Test	5	EA	\$ 45.00	\$225.00
104	Proctor Test	5	EA	\$ 100.00	\$500.00
105	Sod Replacement (St Augustine, Bahia or Bermuda)	5	Sq Yd	\$ 4.00	\$20.00
106	Demucking with Imported Clean Fill	5	Cu Yd	\$ 18.00	\$90.00
107	Maintenance of Traffic (M.O.T.)	34,206	LF	\$ 0.75	\$25,654.50
108	Pre-Construction Video	34,206	LF	\$ 0.50	\$17,103.00
	Subtotal				\$1,176,374.50
120	Mobilization/Demobilization (3.5% of Subtotal Bid Price (A))	1	LS	\$ 41,173.11	\$41,173.11
121	Additional Work not included in Bid Items (15% of Subtotal Bid Price (A))				
	Asphalt Milling: \$30 per sq yd with a minimum of 250 sq yds per trip.	250	Sq Yd	\$ 30.00	\$7,500.00
		Total			\$1,225,047.61

ATTACHMENT G

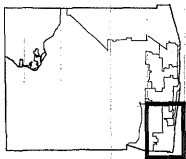
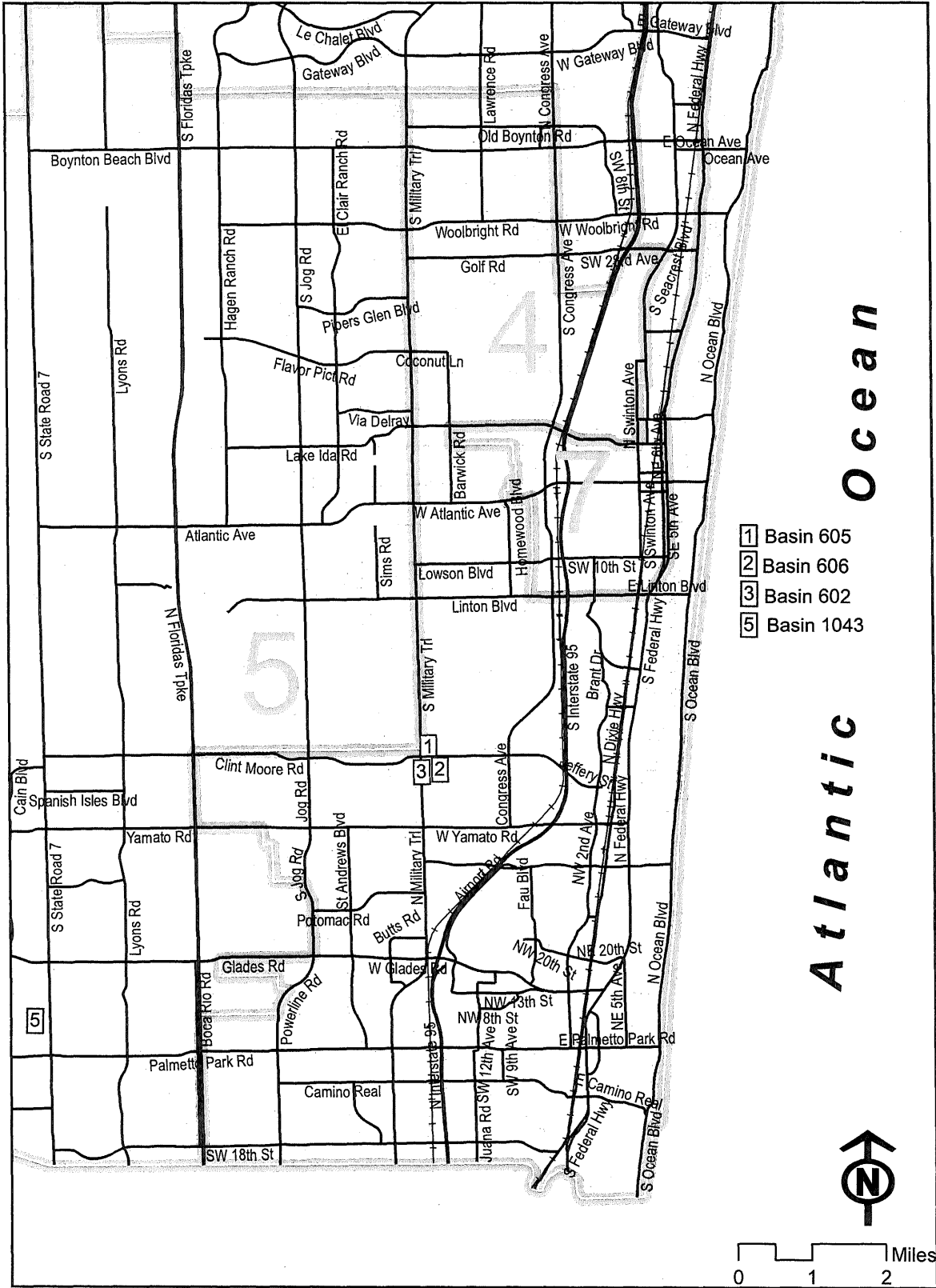
Palm Beach County Water Utilities Department
Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation
Resolution # R2019-0216 Contract Dated February 5, 2019

**SUMMARY OF
SBE-M/WBE MINORITY BUSINESS TRACKING**

Master Contract Goal	<u>91.845%</u>	SBE
Current Proposal		
Value of Authorization No 1		\$1,225,047.61
Value of SBE-M/WBE Letters of Intent		\$1,225,047.61
Actual Percentage		<u>100 %</u>
Signed/Approved Authorizations		
Total Value of Authorizations		\$0
Total Value of SBE-M/WBE Signed Subcontracts		\$0
Actual Percentage		<u>%</u>
Signed/Approved Authorizations Plus Current Proposal		
Total Value of Authorization		\$1,225,047.61
Total Value of Subcontracts & Letters of Intent		\$1,225,047.61
Actual Percentage		<u>100%</u>

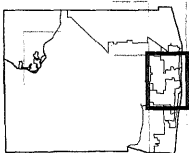
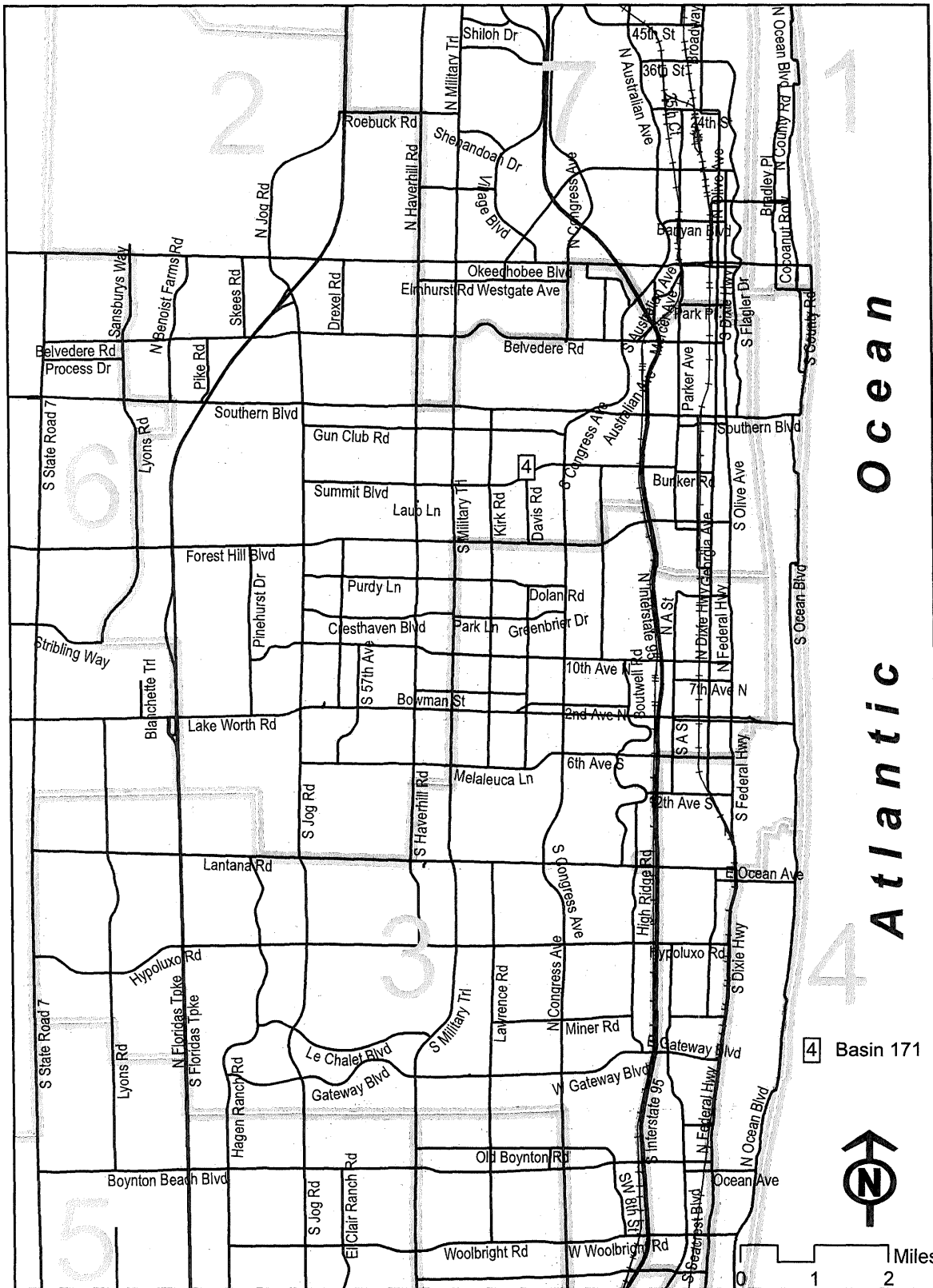
Revised 9-25-19

ATTACHEMENT H
PROJECT LOCATION
WORK AUTHORIZATION #1



Location Sketch

Project Location



Location Sketch



February 6, 2020

To whom it may concern:

I, Daniel Duke, III, President of Hinterland Group Inc., do hereby authorize Chase R Rogers, Jay Breig, Curt Maring and Stephanie Sackett to sign any and all project related documents on behalf of Hinterland Group Inc.

In addition, and until further notice, the following personnel are authorized to sign pay applications and supporting documentation relating to Palm Beach County pay applications. This does not authorize the signing of change orders, lien releases, notice to proceed, warranties of title or Final pay applications.

Authorized to Sign Pay Applications and Supporting Documentation:

- Bill Scheets
- Brett Konchak
- Kervin Flores-Garcia
- Mark Horning

Daniel Duke, III – President
Dated: February 6, 2020

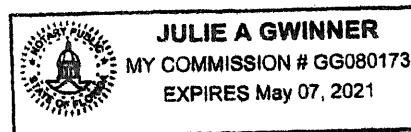
State of Florida
County of Palm Beach

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 6 day of Feb, 2020 by Daniel Duke, who is () personally known to me or () has produced _____ as identification.

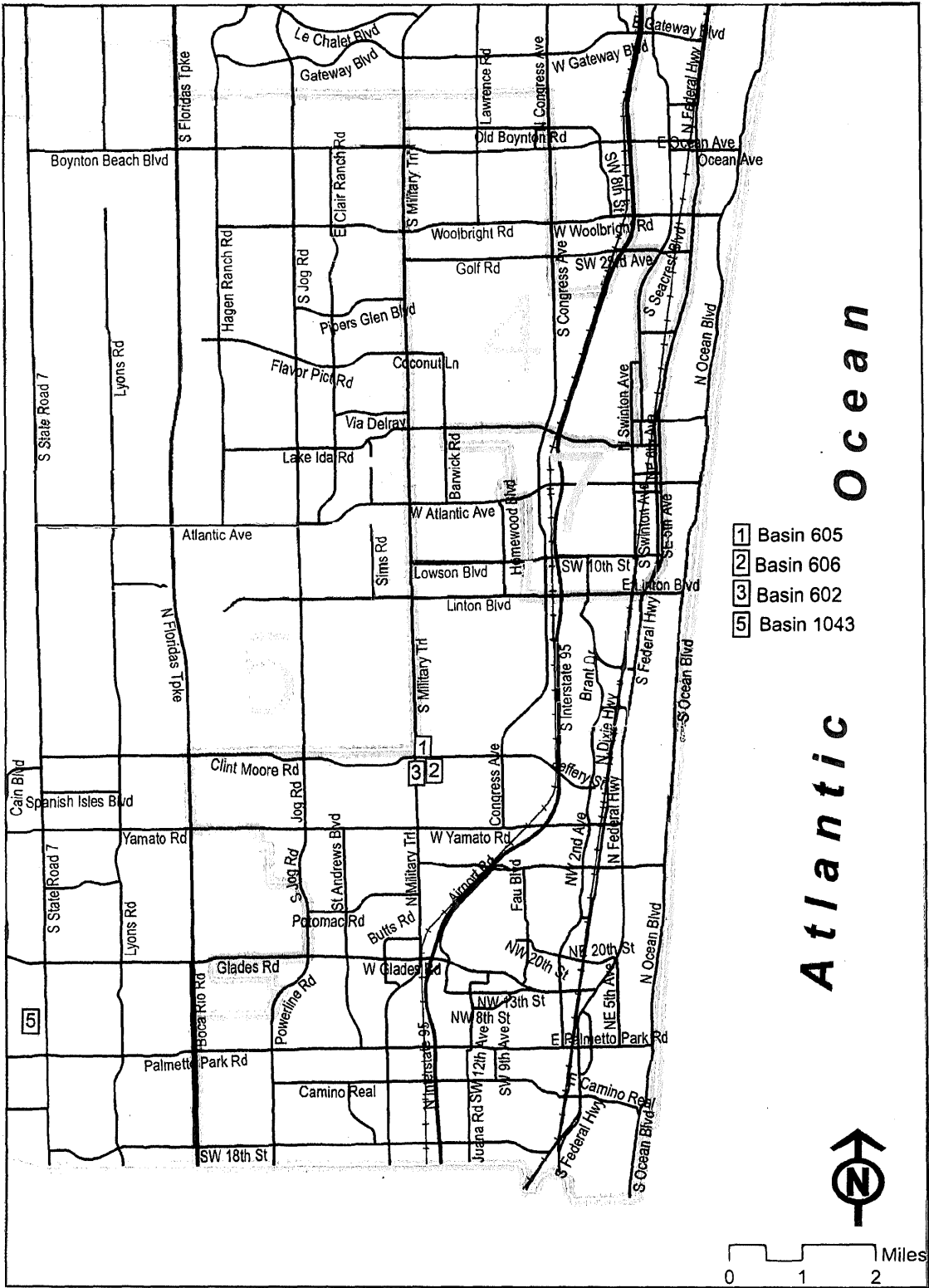
(Signature of Notary Public – State of Florida)

Julie Gwinner
(Print, Type, or Stamp Commissioned Name Notary Public)



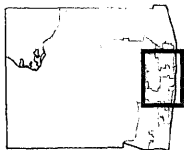
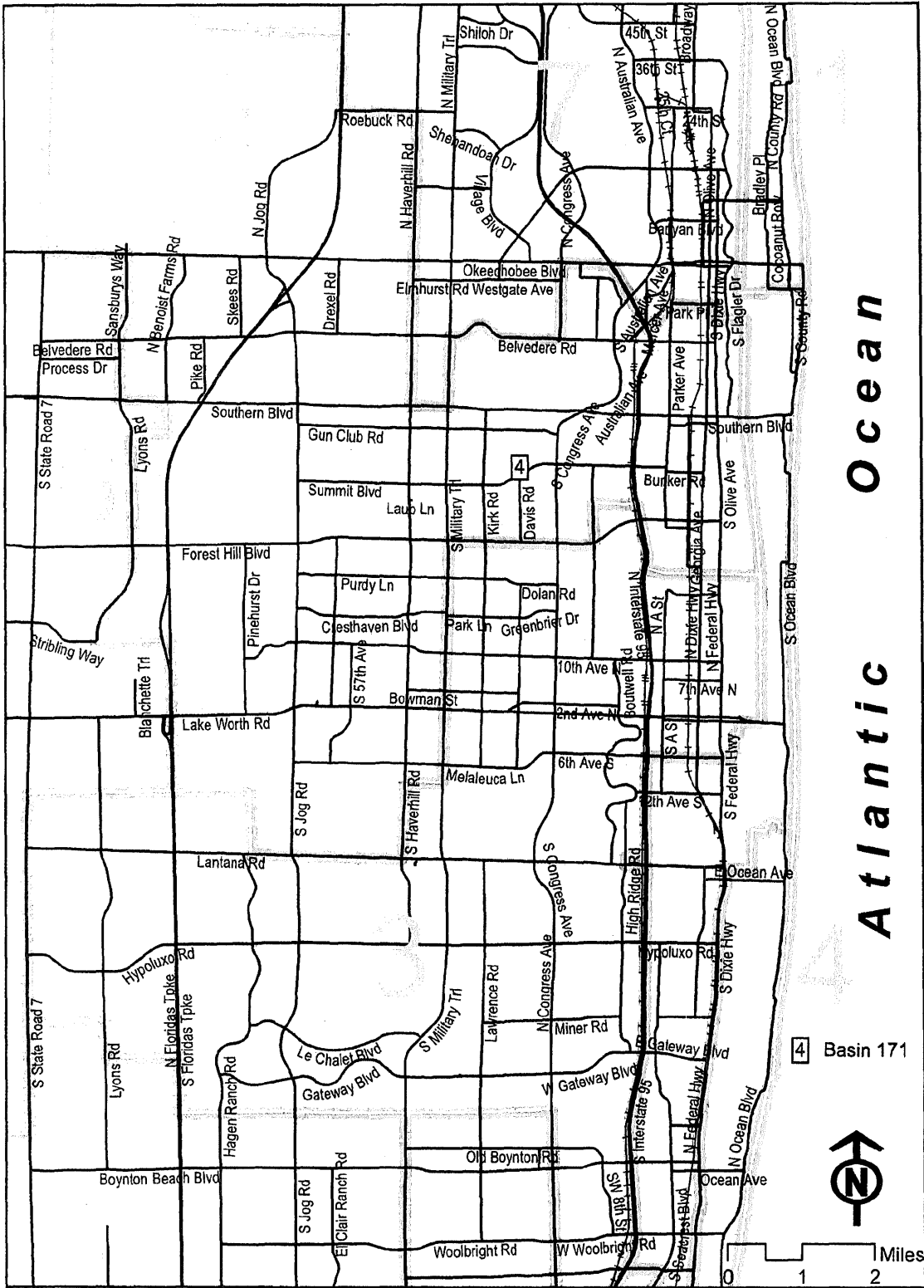
Hinterland Group Inc. Corporate Office
2051 W Blue Heron Blvd. Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504

ATTACHMENT 2
PROJECT LOCATION
WORK AUTHORIZATION #1



Location Sketch

Project Location



Location Sketch



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2020

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 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 South Shore Insurance Inc. 955 SE Central Parkway Stuart FL 34994	CONTACT NAME: Jennie Lanman PHONE (A/C, No, Ext): (772) 426-9973 FAX (A/C, No): (772) 872-5870 E-MAIL ADDRESS: jennie@southshore-insurance.com
	INSURER(S) AFFORDING COVERAGE
INSURED Hinterland Group Inc. 2051 West Blue Heron Blvd Riviera Beach, FL 33404	INSURER A: Zurich American Insurance Company NAIC # 16535
	INSURER B: Travelers Property Casualty Company of Amer 25674
	INSURER C: American Guarantee & Liability Insurance Co. 26247
	INSURER D:
	INSURER E:
	INSURER F:

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 WRD	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"/> XCU Coverage Included <input checked="" type="checkbox"/> Primary/Non Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	x	x	GLO-4956332	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x	x	BAP-4956334	01/31/2020	01/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZUP81N2525920NF	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	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		WC-4956333	01/31/2020	01/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			CPP- 6674260-00	01/31/2020	01/31/2021	Installation Floater \$ 2,000,000 Rented/Leased Equi \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Board of County Commissioners, Palm Beach County, Florida (a political subdivision of the State of Florida) is hereby named as additional insured under the terms of the policy on blanket form when required by written contract/agreement with the insured executed prior to injury or damage. Palm Beach County Water Utilities Department, its officers, directors, agents and employees are hereby named as additional insured on blanket form under the terms of this policy when required by written contract/agreement with the insured executed prior to injury or damage. The engineer, its officers, agents, and employees are hereby named as additional insured under the terms of this policy when required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of subrogation on blanket form is also provided when required by written contract/agreement with the insured executed prior to injury or damage. Certificate holder is also listed as additional insured/loss payee with respect to inland marine transit coverage on blanket form when required by written contract/agreement with the insured executed prior to injury or damage. Project Name: 15-096 Lift Station Rehabilitation Project A; Bid Package 2

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>Jennie Lanman</i> <CS>
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