

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 5, 2023 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Consultant Services Authorization (CSA) No. 3 to the Consulting/Professional Services Wastewater Engineering Services (WW Contract) with Brown and Caldwell (Corporation) (Consultant) for the Western Region North Wastewater Treatment Facility (WRNWWTF) Electrical and Wet Weather Construction Phase Services (Project) for a not to exceed amount of \$843,898.18.

Summary: On December 15, 2020, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) WW Contract (R2020-1892) with Consultant. CSA No. 3 provides for engineering services during construction of the Project. Services include, but are not limited to, construction management services, field observations, project administration and review of deliverables. The major Project components include: (i) construction of a fully enclosed backup power generator, (ii) installation of pre-cast concrete electrical building with associated 480 volt switchgear and motor control centers, (iii) auger cast pile foundations for generator and electrical building, (iv) replacement of the plant-wide controls system, (v) replacement of process piping ranging in size from 6-inch to 16-inch, and (vi) various site improvements such as perimeter security fence, lightning protection, and site lighting.

The WW Contract was procured under the requirements of the EBO Ordinance. On October 2, 2019, the Goal Setting Committee applied an Affirmative Procurement Initiative of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting goal and an evaluation preference for up to 15 points based upon the relative level of dollar participation by certified African American owned firms. The WW Contract provides for 23% SBE participation, which includes 23% M/WBE participation, 20% MBE (B), 2% MBE (A) and 1% WBE. CSA No. 3 includes 19.70% SBE participation. The cumulative SBE participation including CSA No. 3 is 21.64% SBE participation, which includes 21.64% M/WBE participation, 4.72% MBE (B), 4% MBE (A), and 0.95% WBE. Consultant is headquartered in Walnut Creek, California, but maintains an office in Palm Beach County from which the majority of the work will be undertaken. The Project is included in the PBCWUD FY24 budget. (PBCWUD Project No. 19-035) District 6 (MWJ)

Background and Justification: The WRNWWTF serves the City of Pahokee and is among the oldest wastewater treatment plants owned and operated by PBCWUD with some infrastructure dating back to the 1940's. The plant is the sole facility treating wastewater for the City of Pahokee and therefore it is critical that the WRNWWTF reliably and effectively treat wastewater. The work to be completed under the Project includes: (i) replacement of the aging electrical switchgear and motor control centers (MCCs), (ii) replacement of the aging onsite backup power generators, and (iii) plant piping improvements to increase the reliability of the plant during high flow, wet weather events. This Project will support long-term mitigation efforts against severe storms in the future.

Attachments:

- 1. Two (2) Originals of Consultant Services Authorization No. 3 for Brown and Caldwell (Corporation)
- 2. Location Map
- 3. Ebix Compliance Summary Report for Brown and Caldwell (Corporation)

Recommended By: AL Boyat 11/20/23
Department Director Date

Approved By: [Signature] 12/1/23
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028			
Capital Expenditures	\$843,898	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	\$843,898	0	0	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0			
Budget Account No.:	Fund	4011	Dept	721	Unit	W026	Object	6545

Is Item Included in Current Budget? Yes X No

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

Is this item using State 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: Joony Foreman GE

III. REVIEW COMMENTS

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

<u>Jim Math</u> OFMB MD 11/21	<u>Tim Graham</u> Contract Development and Control MD 12/1/23
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B. Legal Sufficiency:

[Signature] for M. Jones 12/1/23
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

WORK ORDER NO. 4
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0676 Contract Dated May 16, 2023

Project Title: Priority Aerial Canal Crossing Improvements Phase 3

PBCWUD Project No.: 21-035

Contractor: Hinterland Group Inc.

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

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

District No.: 5

This Work Order provides for: The installation of 20-inch reclaimed water main aerial crossing Lake Worth Drainage District (LWDD) L-38 Canal on the west side of Lyons Road (Site 7) and the replacement of a 24-inch reclaimed water main aerial crossing LWDD L-30 Canal on the west side of Jog Road (Site 15).

(See **ATTACHMENT A** for detailed scope of services)

The Contract provides for 20.96% SBE participation, which includes 5.85% MBE participation, 5.85% MBE (H).

This Work Order includes 7.09% overall participation which includes, 0.00% MBE participation, 0.00% MBE (H).

The cumulative SBE participation, including this Work Order is 7.09%, which includes 0.00% MBE participation, 0.00% MBE (H).

1. Services completed by the Contractor to date :

See ATTACHMENT B.

2. Contractor shall begin work within ten (10) calendar days from the issuance of Notice to Proceed (NTP). Execution of the Project will be accomplished as follows from the issuance of the NTP:

Substantial Completion 180 Calendar Days

Final Completion 210 Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past substantial completion date.

\$250.00 per day past final completion date.

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PBCWUD Project No.: 21-035

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$1,212,748.40.
4. The Work Order does not amend, change, or modify the Contract which remains in full force and effect.
5. All Attachments to this Work Order are incorporated herein and made a part of this Work Order.

WORK ORDER NO. 4
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0676 Contract Dated May 16, 2023

Project Title: Priority Aerial Canal Crossing Improvements Phase 3

PBCWUD Project No.: 21-035

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

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

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

Palm Beach County, Board
of County Commissioners

Signed: _____

Signed: _____

HM

A13

, Mayor

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

Hinterland Group Inc.
(Contractor)

Signed: _____

Chase Rogers
(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature)

Project Director
(Title)

10/20/23
(Date)



STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of October, 2023, by Chase Rogers who is personally known to me or has produced N/A as identification.

Lori Guild
(Signature of Notary Public - State of Florida)



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



August 8, 2023


To whom it may concern:

I, Daniel Duke, III, President of Hinterland Group Inc., do hereby authorize Chase Rogers and Jay Breig 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, supplements, lien releases, notice to proceed, warranties of title or Final pay applications or relating documents.

Authorized to Sign Pay Applications and Supporting Documentation for Pay Applications:

- Butch Forrester
- Jacob Crowe
- Kevin Orłowski
- Kervin Flores- Garcia
- Nelson Bello
- Joshua Ramirez


 Daniel Duke III – President
 Dated: August 8, 2023

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization this 8 day of AUGUST, 2023 by Daniel Duke III, who is personally known to me [] or has produced a [] _____ as identification.

Notary Public 
My Commission Expires 8/9/2026



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



MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 25 day of April, 2023.

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company. On motion duly made and carried, the meeting proceeded to approve the authorization. Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

Dated April 25, 2023



Daniel Duke III, President

Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25 day of April, 2023

by Daniel Duke, III.



Notary Public

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026



WORK ORDER NO. 4
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0676 Contract Dated May 16, 2023

LIST OF ATTACHMENTS

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

ATTACHMENT B

SUMMARY AND STATUS OF WORK ORDERS

Work Order No.	PBCWUD Project No.	Title	Status	Project Total Amount	SBE Total Amount	SBE Participation %	Approved	
							By	Date
1	22-016	Main Street Water Main Replacement in Canal Point	Pending	\$130,953.40	\$25,735.81	19.65%	CRC	Pending
2	22-015	Palmetto park Road Force main Replacement	Pending	\$3,144,459.20	\$645,758.92	20.53%	BCC	Pending
3	21-084	Lake Worth Hills Water Main Replacement	Pending	\$3,922,008.73	\$815,696.30	20.79%	BCC	Pending
4	21-035	Priority Aerial Canal Crossing Improvements Phase 3	Pending	\$1,212,748.40	\$85,990.00	7.09%	BCC	Pending
5	21-041	Critical Facilities and Single Feed Community Improvements Phase 1	Pending	\$1,420,992.70	\$5,950.00	0.41%	BCC	Pending

ATTACHMENT C

**PUBLIC CONSTRUCTION BOND – WORK ORDER NO. 4
TO 2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0676 Contract Dated May 16, 2023**

PROJECT TITLE: Priority Aerial Canal Crossing Improvements Phase 3

PBCWUD PROJECT NO.: 21-035

BOND NUMBER: 800103067

WORK ORDER/BOND AMOUNT: \$1,212,748.40

CONTRACTOR'S NAME: Hinterland Group Inc.

CONTRACTOR'S ADDRESS: 2051 W Blue Heron Blvd, Riviera Beach 33404

CONTRACTOR'S PHONE: (561) 640-3503

SURETY COMPANY: Atlantic Specialty Insurance Company

SURETY'S ADDRESS: 605 Highway 169 North Suite 800, Plymouth, MN 55441

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: 20-inch reclaimed water main aerial crossing at LWDD L-38 Canal and Lyons Road and 24-inch reclaimed water main aerial crossing LWDD L-30 Canal and Jog Road.

PROJECT LOCATION: Lyons Rd and L-38 Canal and Jog Rd and L-30 Canal.

LEGAL DESCRIPTION: Section 10 and 30; Township 46; Range 42

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Work Order No. 4 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0676 dated on May 16, 2023.

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 Twelve Thousand Seven Hundred Forty-Eight Dollars and Forty Cents, \$1,212,748.40,

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 Order No. 4 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0676 with the County for

Work Order Project Name: Priority Aerial Canal Crossing Improvements Phase 3

Work Order Project No.: 21-035

Project Description: 20-inch reclaimed water main aerial crossing at LWDD L-38 Canal and Lyons Road and 24-inch reclaimed water main aerial crossing LWDD L-30 Canal and Jog Road.

Project Location: Lyons Rd and L-38 Canal and Jog Rd and L-30 Canal.

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Holtz Consulting Engineers, Inc.

Location of Firm: 270 South Central Blvd., Suite 207, Jupiter, FL 33458

Phone: (561) 575-2005


Fax: _____

which Work Order No. 4 to 2022 Pipeline Continuing Construction Contract Contract Resolution No. R2023-0676 is by reference made a part hereof in its entirety, and is hereinafter referred to as the Work Order.

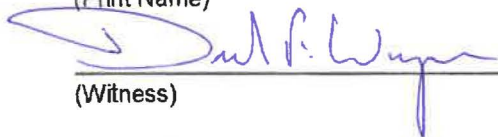
1. THE CONDITION OF THIS BOND is that if Principal:

- a. Performs the Work Order dated _____, 20____, between Principal and County for the construction of the above project, the Work Order being made a part of this bond by reference, at the times and in the manner prescribed in the Work Order; 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 Order; and


- c. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the Work Order; and
 - d. Performs the guarantee of all work and materials furnished under the Work Authorization for the time specified in the Work Order; 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 Order 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 Order 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) 

Daniel Duke III, President
 (Print Name)


 (Witness) 

Daniel F. Wagner
 (Print Name)

 (Principal)
 (seal) 

Chase Rogers
 (Print Name)

Project Director
 (Title)

 (Surety)Atlantic Specialty Insurance Company
 (seal) 

Daniel F. Wagner Jr.
 (Print Name)

Attorney-in-Fact
 (Title)

ATTACHMENT D

FORM OF GUARANTEE

GUARANTEE FOR (Contractor and Surety Name)

Hinterland Group Inc. and Atlantic Specialty Insurance Company

We the undersigned hereby guarantee that the **2022 Pipeline Continuing Construction Contract**, Resolution No. **R2023-0676**, Contract Dated

May 16, 2023, PBCWUD Project No. Hinterland Group Inc., Work Order No. **4**, Project Title: **Priority Aerial Canal Crossing Improvements Phase 3**, 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

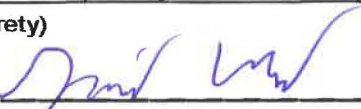
Hinterland Group Inc.
(Contractor)

By: 
(Signature)

Chase Rogers, Project Director
(Print Name)



Atlantic Specialty Insurance Company
(Surety)

By: 
(Signature)

(Seal)

Daniel F. Wagner Jr., Attorney-in-Fact
(Print Name)



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. Wagner, 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.

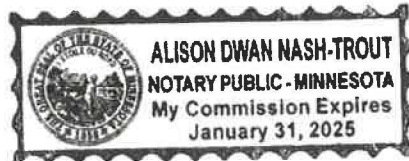


By

Paul J. Brehm, 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.



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 _____ day of _____, _____.



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

WAGNER BONDING
&
INSURANCE, INC.

October 4th, 2023

Palm Beach County

Re: **Hinterland Group, Inc.**

To whom it may concern,

We are the bonding agent for Hinterland Group Inc.. They are bonded by Atlantic Specialty Insurance Company, an "A+XV" rated surety in the AM Best Guide. Please be advised that we authorize you to date powers of attorney and bonds for Work Order NO. 4 to 2022 Pipeline Continuing Construction Contract Resolution No. R2023-0676 Contract Dated May 16, 2023

Should you have any questions or concerns, please do not hesitate to call.

Sincerely,

Wagner Bonding & Insurance, Inc



Daniel F. Wagner Jr.
Resident Florida Licensed Agent
Attorney-In-Fact

P.O. Box 2868
Lakeland, FL 33806
Phone 863-859-9823

ATTACHMENT E SCHEDULE OF BID ITEMS

**Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract**

Contract Resolution No. R2023-0676

Contract Dated;

May 16, 2023

Work Authorization No.: 4

Contractor Name: Hinterland Group Inc.

Project Name: Priority Aerial Canal Crossing Improvements Phase 3

PBCWUD Project No.: 21-035

Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total
16	16" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main	LF	20	\$192.00	\$3,840.00
19	24" PVC Push-On Joint Water Main/Wastewater Force Main/Reclaimed Water Main	LF	65	\$404.00	\$26,260.00
33	Ductile Iron Fittings for Water Main/Reclaimed Water Main	Tons	3.5	\$8,500.00	\$29,750.00
70	16" Mechanical Joint Restraint for PVC	EA	2	\$950.00	\$1,900.00
71	24" Mechanical Joint Restraint for PVC	EA	12	\$1,600.00	\$19,200.00
100	Restrain existing 20" DIP Pressure Pipe	EA	6	\$2,900.00	\$17,400.00
118	24" Butterfly Valve & Valve Box	EA	2	\$14,500.00	\$29,000.00
183	Aerial Crossing Complete (24" Water/Reclaimed Water Main, 80' to 120' Long)	LS	1	\$320,000.00	\$320,000.00
235	16" to 24" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe to be included)	EA	4	\$4,500.00	\$18,000.00
256	Concrete Sidewalk Removal & Restoration	SY	100	\$95.00	\$9,500.00
260	Bahia Sod	SY	6,000	\$6.00	\$36,000.00
263	Record Drawing	LF	1,500	\$2.00	\$3,000.00
264	Construction Survey	LF	1,500	\$1.00	\$1,500.00
265	Preconstruction Video Taping	LF	1,500	\$1.00	\$1,500.00
268	Maintenance of Traffic Arterial Roadway	LF	2,000	\$2.50	\$5,000.00
270	Density Tests	EA	20	\$45.00	\$900.00
271	Proctor Tests	EA	2	\$95.00	\$190.00
272	Concrete 12"x6" Cylinder Tests	EA	40	\$100.00	\$4,000.00
273	4-ft to 5-ft High Fence Removal and Reinstallation	LF	100	\$40.00	\$4,000.00
276	Compacted Clean Fill	CY	80	\$35.00	\$2,800.00
282	Silt Fence	LF	2,000	\$3.00	\$6,000.00
311	Removal of Existing Aerial Canal Crossings (80' to 120' Long)	LS	1	\$35,000.00	\$35,000.00
312	Canal Bank Grade and Place Rip-Rap Revetment	EA	4	\$6,500.00	\$26,000.00
(A) SUBTOTAL BASE BID (Bid Items 1-312)					\$600,740.00
334	Additional Work not included in Bid Items (See Items below)	LS	1	\$590,982.50	\$590,982.50
335	Mobilization (2.5% of Subtotal Bid Price [A])	LS	1	2.5%	\$15,018.50
336	Demobilization (1% of Subtotal Bid Price [A])	LS	1	1%	\$6,007.40
(B) SUBTOTAL ADDITIONAL WORK BID PRICE (Bid Items 334-336)					\$612,008.40
TOTAL BID PRICE (A + B)					\$1,212,748.40

Revised 12/20/2022

Additional Work Included in Bid Item 334:

Bid Item No.	Item (Furnish and Install with Appurtenances)	Quantity	Units	Unit Price	Total
334A	Removal of Existing 24" Pipe	55	L.F.	\$120.00	\$6,600.00
334B	20" PVC Reclaimed Water Main	160	L.F.	\$362.00	\$57,920.00
334C	20" Mechanical Joint Restraint for PVC	13	Each	\$1,400.00	\$18,200.00
334D	Aerial Crossing Complete (20" Reclaimed Water Main, 80' to 120' Long)	1.00	Each	\$295,000.00	\$295,000.00
334E	24" Pipe Installation at Additional Depth (10'-12' Deep)	40	L.F.	\$250.00	\$10,000.00
334F	Armoflex Class 30 Mat removal and Replacement	1.00	Lump Sum	\$203,262.50	\$203,262.50

Total Price in Letters:

One Million Two Hundred Twelve Thousand Seven Hundred Forty-Eight Dollars and Forty Cents

Revised 12/20/2022

ATTACHMENT F

OEBO SCHEDULE 1

[Office of Equal Business Opportunity Compliance Programs](#)

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Priority Aerial Canal Crossing Improvements Phase 3 SOLICITATION/PROJECT/BID NO.: 21-035
 SOLICITATION OPENING/SUBMITTAL DATE: May 16, 2023 COUNTY DEPARTMENT: Palm Beach County Water Utilities Department

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Hinterland Group Inc. ADDRESS: 2051 W Blue Heron Blvd, Riviera Beach 33404
 CONTACT PERSON: Chase Rogers PHONE NO.: (561) 640-3503 E-MAIL: crogers@hinterlandgroup.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$841,912.83 / 69.42%
 *SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.
 Non-SBE MBE WBE SBE

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE Minority Business	WBE Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
1. B & Z Driving Services, LLC DBA B & Z Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						\$164,750.00 (Non SBE)
2. Utility Supply Associates, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$343,475.95 x 60%= \$206,085.57		
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total \$206,085.57 \$164,750.00

Total Bid/Offer Price \$ \$1,212,748.40

Total Certified SMWBE Participation \$ \$206,085.57 / 16.99%

I hereby certify that the above information is accurate to the best of my knowledge: Chase Rogers Project Director
 Name & Authorized Signature Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.



ATTACHMENT F

OEBO SCHEDULE 2

[Office of Equal Business Opportunity Compliance Programs](#)

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: 21-035

SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvements Phase 3

Prime Contractor: Hinterland Group Inc. Subcontractor: B & Z Driving Services, LLC
DBA B& Z Construction

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

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"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Canal Bank Restoration	1	LS	0	\$164,750.00

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$164,750.00

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.

N/A
Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Hinterland Group Inc.

Print Name of Prime

By: [Signature]
Authorized Signature

Chase Rogers

Print Name

Project Director

Title

Date: 10/23/23

B & Z Driving Services, LLC
DBA B& Z Construction

Print Name of Subcontractor/subconsultant

By: [Signature]
Authorized Signature

Zach Gaudin

Print Name

Member

Title

Date: 10/17/223

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: 21-035
 SOLICITATION/PROJECT NAME: Priority Aerial Canal Crossing Improvements Phase 3

Prime Contractor: Hinterland Group Inc. Subcontractor: Utility Supply Associates, Inc.

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/22/22 - 8/21/25

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

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

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Pipe Valves and Fittings	1	LS	0	\$343,475.95 *.6= \$206,085.57

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: \$206,085.57

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.

N/A Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Hinterland Group Inc.
 Print Name of Prime
 By: 
 Authorized Signature
Chase Rogers
 Print Name
Project Director
 Title
 Date: 10-23-2023

Utility Supply Associates, Inc.
 Print Name of Subcontractor/subconsultant
 By: 
 Authorized Signature
William D Potts
 Print Name
STD
 Title
 Date: 10-23-2023

ATTACHMENT G

Palm Beach County Water Utilities Department
 2022 Pipeline Continuing Construction Contract
 Resolution No. R2023-0676 Contract Dated May 16, 2023

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

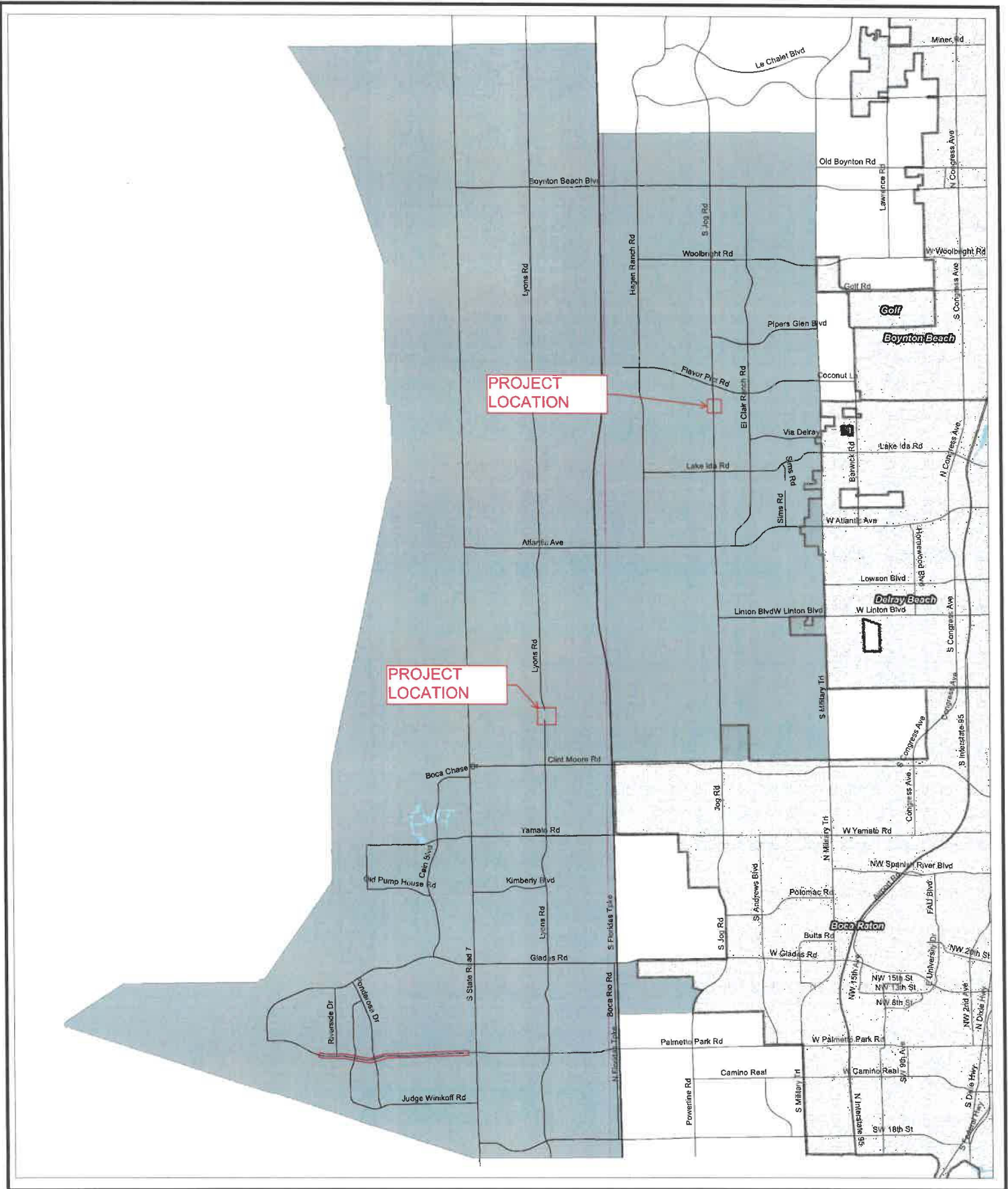
Master Contract Goals	SBE: <u>20.96%</u>	MBE: <u>5.85%</u>	MBE (Black): <u>0.00%</u>
Current Proposal			
Value of Work Order No. <u>4</u>	\$1,212,748.40		
Value of SBE-M/WBE Letters of Intent	\$85,990.00	\$0.00	\$0.00
Actual Percentage	7.09%	0.00%	0.00%
Signed/Approved Work Orders			
Total Value of Work Orders	\$0.00		
Total Value of SBE-M/WBE Signed Subcontractors	\$0.00	\$0.00	\$0.00
Actual Percentage	0.00%	0.00%	0.00%
Signed/Approved Work Orders Plus Current Proposal			
Total Value of Work Orders	\$1,212,748.40		
Total Value of Subcontractors & Letters of Intent	\$85,990.00	\$0.00	\$0.00
Actual Percentage	7.09%	0.00%	0.00%

ATTACHMENT H

Location Map

PBCWUD Project No. 21-035

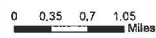
Revised 12/20/2022



ATTACHMENT H
LOCATION MAP
PBCWUD PROJECT No. 21-035

 Municipalities

 District 5

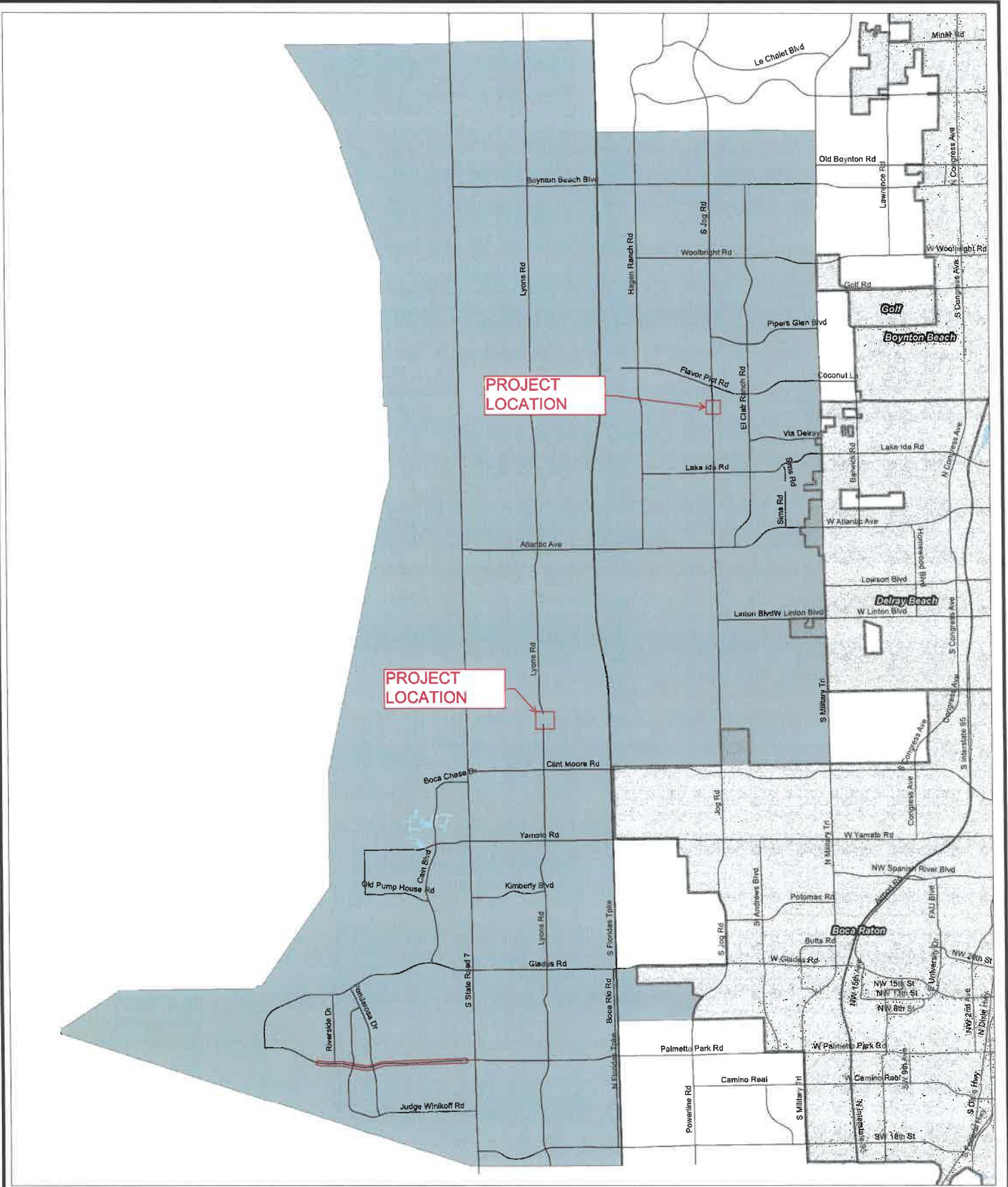


Disclaimer:

"Legal. Palm Beach County is providing this data "as is," and Palm Beach County disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will Palm Beach County be liable to you or any third party for any direct, indirect, incidental, consequential, special, or exemplary damages or lost profits resulting from any use or misuse of this data."



PALM BEACH COUNTY
GIS Service Bureau December 16, 2021



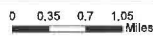
ATTACHMENT 2
LOCATION MAP
AGENDA ITEM
PBCWUD PROJECT No. 21-035



Municipalities



District 5



Disclaimer:

"Legal: Palm Beach County is providing this data "as is," and Palm Beach County disclaims any and all warranties, whether expressed or implied, including (without limitation) any implied warranties of merchantability or fitness for a particular purpose. In no event will Palm Beach County be liable to you or any third party for any direct, indirect, incidental, consequential, special, or exemplary damages, or lost profits resulting from any use or misuse of this data."



PALM BEACH COUNTY

GIS Service Bureau December 16, 2021



ATTACHMENT 3

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
DX00001237	Brown And Caldwell Corporation	Modified	Compliant with Minor/Expiring Deficiencies					19-078	Wastewater Engineering Services
		A+p , XV	Hartford Fire Insurance Company	37CSEQU1173	5/31/2023	5/31/2024	Auto Liability		
		A+p , XV	Hartford Fire Insurance Company	37CSEQU1172	5/31/2023	5/31/2024	General Liability		
		A , XV	Lloyd's	LDUSA2000482	5/31/2023	5/31/2024	Professional Liability		
		A+p , XV	Property and Casualty Insurance Company of Hartfor	37WNQU1170	5/31/2023	5/31/2024	Workers Comp		
		A+p , XV	Twin City Fire Insurance Company	37WBRQU1171	5/31/2023	5/31/2024	Workers Comp		

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