

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 19, 2023	Consent [X]	Regular []
		Public Hearing []	
Department:	Water Utilities Department		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order (WO) No. 3 to the 2022 Pipeline Continuing Construction Contract (Continuing Contract) with Hinterland Group Inc., (Contractor) for the Lake Worth Hills Water Main Replacement (Project) in the amount of \$3,434,964.73.

Summary: On May 16, 2023, the Board of County Commissioners approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2023-0676) with Contractor. WO No. 3 provides for the replacement of approximately 10,000 linear feet of potable water main in the Lake Worth Hills Community. The project will also provide for improvement of fire protection by replacing and adding additional fire hydrants.

This Contract was procured under the requirements of the Equal Business Opportunity Ordinance. On September 8, 2022, the Goal Setting Committee applied an Affirmative Procurement Initiative of a minimum mandatory 20% Small Business Enterprise (SBE) subcontracting participation of which 5% shall be among certified African American and/or Hispanic American owned firms. The Contract provides for 20.96% SBE participation, which includes 5.85% MBE participation, 5.85% MBE (H). WO No. 3 includes 20.28% SBE participation, which includes 3.79% MBE participation, 3.79% MBE (H). The cumulative SBE participation including WO No. 3 is 20.28% SBE participation, which includes 3.79% MBE participation, 3.79% MBE (H). Contractor is a Palm Beach County based company. The Project is included in the PBCWUD FY24 budget. (PBCWUD Project No. 21-084) District 2 (MWJ)

Background and Justification: PBCWUD has identified segments of existing potable water mains for replacement throughout the Lake Worth Hills Community. The work provided by this Project will replace the existing water mains and water services as needed. Completion of this work will increase fire protection in the area, restore the service life, and increase efficiency and effectiveness of the water distribution system. The Project will also help reduce the operations and maintenance workload and associated costs.

Attachments:

1. Two (2) Originals of Work Order No. 3
2. Location Map
3. Ebix Compliance Summary Report

Recommended By: ALIBAYAT 11/20/23
 Department Director Date

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

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	\$3,434,965	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	\$3,434,965	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0
Budget Account No.:	Fund 4011	Dept 721	Unit W031	Object 6543	

Is Item Included in Current Budget? Yes X No

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

Does this item include the use of 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 Soreman GE

III. REVIEW COMMENTS

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

Lisa Minter 11/21/2023
OFMB MD 11/21

Dr. J. Sawloff 12/11/23
Contract Development and Control
TMD 12/11/23

B. Legal Sufficiency:

[Signature] 12/15/23
Assistant County Attorney

C. Other Department Review:

Department Director

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

WORK ORDER NO. 3
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0676 Contract Dated May 16, 2023

Project Title: Lake Worth Hills Water Main Replacement

PBCWUD Project No.: 21-084

Contractor: Hinterland Group Inc.

Address: 2051 W Blue Heron Blvd, Riviera Beach 33404

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

District No.: 2

This Work Order provides for: The installation of 10,780 Linear Foot (LF) of new water main, replace 179 service lines, replace 35 fire hydrants, and deactivation of 6,095 LF of existing water main. Work will be in the Lake Worth Hills neighborhood with project boundaries of Biscayne Drive to the north, South 38th Court to the south, 57th Avenue to the west, and South 55th Avenue to the east.

(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 20.28% overall participation which includes, 3.79% MBE participation, 3.79% MBE (H).

The cumulative SBE participation, including this Work Order is 20.28%, which includes 3.79% MBE participation, 3.79% 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 330 Calendar Days

Final Completion 360 Calendar Days

Liquidated damages will apply as follows:

\$500.00 per day past substantial completion date.

\$250.00 per day past final completion date.

WORK ORDER NO. 3
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract Resolution
No. R2023-0676 Contract Dated May 16, 2023

Project Title: Lake Worth Hills Water Main Replacement

PBCWUD Project No.: 21-084

3. The compensation to be paid to the Contractor for providing the requested services in accordance with the Contract Bid Prices is \$3,434,964.73.
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. 3
Palm Beach County Water Utilities Department
2022 Pipeline Continuing Construction Contract Resolution
No. R2023-0676 Contract Dated May 16, 2023

Project Title: Lake Worth Hills Water Main Replacement

PBCWUD Project No.: 21-084

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: _____

MS **Maria Sachs, Mayor**

Typed Name: _____
Deputy Clerk

(Date)

Approved as to Form and Legal
Sufficiency

Hinterland Group Inc.
(Contractor)

Signed: _____

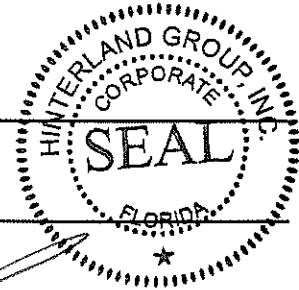
Chase Rogers
(Print Name)

Typed Name: Michael W. Jones
County Attorney

(Signature)

Project Director
(Title)

10/24/2023
(Date)



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24 day of October, 2023, by Chase Rogers who is personally known to me or has produced N/A as identification.



(Signature of Notary Public - State of Florida)

Lori Guild

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



August 8, 2023

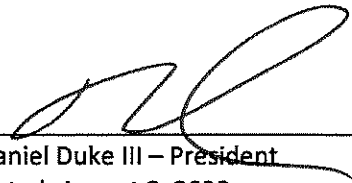
To whom it may concern:

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.

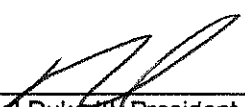
The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

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

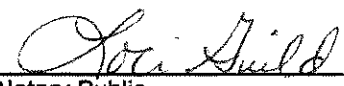
Hinterland Group Inc.

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

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

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 A

SCOPE OF WORK

PBCWUD Project No.: 21-084

Project Title: Lake Worth Hills Water Main Replacement

Hinterland Group Inc. (CONTRACTOR) shall perform:

The installation of 10,780 Linear Foot (LF) of new water main, replace 179 service lines, replace 35 fire hydrants, and deactivation of 6,095 LF of existing water main. Work will be in the Lake Worth Hills neighborhood with project boundaries of Biscayne Drive to the north, South 38th Court to the south, 57th Avenue to the west, and South 55th Avenue to the east. The project includes the associated site restoration and appurtenances.

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	\$20,885.51	15.94%	CRC	Pending
2	22-015	Palmetto park Road Force main Replacement	Pending	\$3,144,459.20	\$485,758.92	15.44%	BCC	Pending
3	21-084	Lake Worth Hills Water Main Replacement	Pending	\$3,434,964.73	\$470,233.63	13.69%	BCC	Pending
4	21-035	Priority Aerial Canal Crossing Improvement 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. 3
TO 2022 Pipeline Continuing Construction Contract
Resolution No. R2023-0676 Contract Dated May 16, 2023**

PROJECT TITLE: Lake Worth Hills Water Main Replacement

PBCWUD PROJECT NO.: 21- 084

BOND NUMBER: 800103068

WORK ORDER/BOND AMOUNT: \$3,434,964.73

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 Insurancee 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: Water main replacement with service lines and fire hydrant upgrade in the Lake Worth Hills neighborhood of Greenacres

PROJECT LOCATION: Lake Worth Hill neighborhood with project boundaries of Biscayne Drive to the north, South 38th Court to the south, 57th Avenue to the west, and south 55th Avenue to the east.

LEGAL DESCRIPTION: Section 23; Township 44; 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. 3 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 Three Million Four Hundred Thirty-Four Thousand Nine Hundred Sixty-Four Dollars and Seventy-Three Cents, \$3,434,964.73,

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

Work Order Project Name: Lake Worth Hills Water Main Replacement

Work Order Project No.: 21-084

Project Description: Water main replacement with service lines and fire hydrant upgrade in the Lake Worth Hills neighborhood of Greenacres

Project Location: Greenacres Florida bound by Biscayne Drive to the north, South 38th Court to the south, 57th Avenue to the west, and South 55th Avenue to the east.

in accordance with Design Criteria Drawings and Specifications prepared by

Name of Design Firm: Keshavarz & Associates, Inc.

Location of Firm: 711 N Dixie Hwy, Suite 201; WPB FL 33401

Phone: (561) 689-8600

Fax: _____

which Work Order No. 3 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

5/16/2023

- 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 Wagner Jr., Secretary
 (Print Name)

Hinterland Group Inc
 (Principal)
 (seal)



Chase Rogers
 (Print Name)

Project Director
 (Title)

 (Surety) Atlantic Specialty Insurance Company
 (seal)

Taylor D. Wagner
 (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. WUD 21-084 Hinterland Group Inc., Work Order No. 3, Project Title: Lake Worth Hills Water Main Replacement, 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.

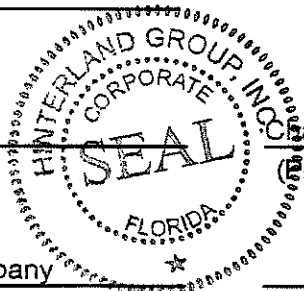
SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY

Hinterland Group Inc.

(Contractor)

By: _____

(Signature)



Chase Rogers, Project Director

(Print Name)

Atlantic Specialty Insurance Company

(Surety)

(Seal)

By: _____

(Signature)

Taylor D. Wagner, 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.

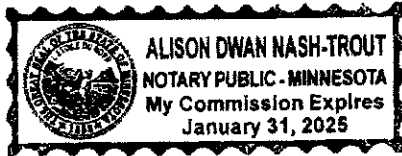
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



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

STATE OF MINNESOTA
HENNEPIN COUNTY

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



Alison Nash-Trout
Notary Public

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

Signed and sealed. Dated _____ day of _____.



Kara Barrow
Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

WAGNER BONDING
&
INSURANCE, INC.

October 23, 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. 3 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



Taylor D. Wagner
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.: 3

Contractor Name: Hinterland Group Inc.

Project Name: Lake Worth Hills Water Main Replacement

PBCWUD Project No.: 21-084

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
4	6" PVC Water Main	4100	LF	\$ 35.00	\$ 143,500.00
5	6" DIP Water Main	200	LF	\$ 49.00	\$ 9,800.00
7	8" PVC Water Main	4540	LF	\$ 52.00	\$ 236,080.00
8	8" DIP Water Main	1940	LF	\$ 64.00	\$ 124,160.00
33	Ductile Iron Fittings for Water Main	5.0	TONS	\$ 8,500.00	\$ 42,500.00
54	6" MJ Restraint for DIP	2	EA	\$ 450.00	\$ 900.00
55	8" MJ Restraint for DIP	120	EA	\$ 492.00	\$ 59,040.00
66	6" MJ Restraint for PVC	100	EA	\$ 500.00	\$ 50,000.00
67	8" MJ Restraint for PVC	175	EA	\$ 550.00	\$ 96,250.00
74	8" Joint Restrain Gasket DIP	36	EA	\$ 295.00	\$ 10,620.00
79	6" PVC Pressure Pipe Restraint	37	EA	\$ 605.00	\$ 22,385.00
80	8" PVC Pressure Pipe Restraint	78	EA	\$ 695.00	\$ 54,210.00
87	Restrain Existing 6" Pressure Pipe	10	EA	\$ 1,800.00	\$ 18,000.00
88	Restrain Existing 8" Pressure Pipe	15	EA	\$ 1,900.00	\$ 28,500.00
103	6" Gate Valve	14	EA	\$ 2,200.00	\$ 30,800.00
104	8" Gate Valve	29	EA	\$ 2,800.00	\$ 81,200.00
125	6"x6" Tapping Sleeve and Valve	1	EA	\$ 6,250.00	\$ 6,250.00
128	8"x8" Tapping Sleeve and Valve	1	EA	\$ 7,500.00	\$ 7,500.00
185	Fire Hydrant Assembly	35	EA	\$ 9,000.00	\$ 315,000.00
188	Sample Point w/ Double Strap Saddle and Corp	17	EA	\$ 1,200.00	\$ 20,400.00
189	Sample Points on Fire Hydrant	12	EA	\$ 800.00	\$ 9,600.00
204	Short Single 5/8" Meter Service (1-1/2" PVC up to 20')	5	EA	\$ 2,150.00	\$ 10,750.00
206	Short Double 5/8" Meter Service (1-1/2" PVC up to 20')	48	EA	\$ 2,700.00	\$ 129,600.00
208	Long Single 5/8" Meter Service (1-1/2" PVC w/ 3" casing up to 50')	10	EA	\$ 3,900.00	\$ 39,000.00
210	Long Double 5/8" Meter Service (1-1/2" PVC w/ 3" Casing up to 50')	59	EA	\$ 4,400.00	\$ 259,600.00
212	Extra Long 5/8" Meter Service (1 1/2" PVC w/ 3" Casing up to 200')	20	EA	\$ 5,200.00	\$ 104,000.00
215	Meter Box (Existing) Relocation and Connection (up to 100')	38	EA	\$ 1,200.00	\$ 45,600.00
217	Additional Cost for Tier 15 Traffic Rated Meter Box	16	EA	\$ 250.00	\$ 4,000.00
218	Additional Cost for Tier 15 Traffic Rated Double Meter Box	48	EA	\$ 250.00	\$ 12,000.00
221	Irrigation Service Line Repair and Replacement	200	LF	\$ 35.00	\$ 7,000.00
228	4" Asbestos Pipe Removal/Abatement	20	LF	\$ 10.00	\$ 200.00
234	4" to 12" Connection to Existing Water Main	10	EA	\$ 3,200.00	\$ 32,000.00
237	Grouting/Deactivation of Existing 4" Pipe	210	LF	\$ 10.00	\$ 2,100.00
238	Grouting/Deactivation of Existing 6" Pipe	3825	LF	\$ 12.00	\$ 45,900.00
239	Grouting/Deactivation of Existing 8" Pipe	2060	LF	\$ 14.00	\$ 28,840.00
245	Milling of Asphalt	2200	SY	\$ 7.50	\$ 16,500.00
246	Asphalt Overlay	250	TONS	\$ 380.00	\$ 95,000.00
247	Asphalt Roadway Removal and Restoration	1020	SY	\$ 65.00	\$ 66,300.00
249	Asphalt Driveway Removal and Restoration	1800	SY	\$ 105.00	\$ 189,000.00
250	Concrete Driveway Removal and Restoration	1100	SY	\$ 125.00	\$ 137,500.00
252	Concrete Paver Brick Driveway Removal and Restoration	225	SY	\$ 105.00	\$ 23,625.00
254	Limerock/Shell Driveway Removal and Restoration	5	TONS	\$ 65.00	\$ 325.00
256	Concrete Sidewalk Removal and Restoration	685	SY	\$ 95.00	\$ 65,075.00
257	Concrete Curb and Gutter Removal and Restoration	950	LF	\$ 72.00	\$ 68,400.00
259	Floritam Sod	7200	SY	\$ 8.00	\$ 57,600.00
261	Root Barrier	450	LF	\$ 50.00	\$ 22,500.00
262	Remove Trees up to 12" Diameter	25	EA	\$ 1,000.00	\$ 25,000.00
263	Record Drawing	12000	LF	\$ 2.00	\$ 24,000.00
264	Construction Survey	12000	LF	\$ 1.00	\$ 12,000.00
265	Preconstruction Video	13500	LF	\$ 1.00	\$ 13,500.00
266	Mail Box Removal and Reinstallation	96	EA	\$ 150.00	\$ 14,400.00
267	Maintenance of Traffic Residential Street	10000	LF	\$ 1.50	\$ 15,000.00
268	Maintenance of Traffic Arterial Roadway	2500	LF	\$ 2.50	\$ 6,250.00
270	Density Tests	675	EA	\$ 45.00	\$ 30,375.00
271	Proctor Test	20	EA	\$ 95.00	\$ 1,900.00

Date: 05/16/2023

272	Concrete Cylinder Test	40	EA	\$ 100.00	\$ 4,000.00
277	Protect and Support Utility Poles	10	EA	\$ 2,500.00	\$ 25,000.00
279	Remove and Replace Signs	40	EA	\$ 500.00	\$ 20,000.00
281	ADA Ramps	20	EA	\$ 3,500.00	\$ 70,000.00
282	Silt Fence	12000	LF	\$ 3.00	\$ 36,000.00
314	4" Single Line Stop	2	EA	\$ 5,800.00	\$ 11,600.00
315	6" Single Line Stop	3	EA	\$ 6,000.00	\$ 18,000.00
316	8" Single Line Stop	6	EA	\$ 6,500.00	\$ 39,000.00
(A) SUBTOTAL (Bid Item Nos. 1-158)					\$
					3,195,135.00

335	Mobilization (2.5% of Subtotal Price (A))	1	LS	2.50%	\$ 79,878.38
336	Demobilization (1.0% of Subtotal Price (A))	1	LS	1%	\$ 31,951.35
Additional Work Items					
334	Abandonment and Removal of Existing Potable Water Bypass within Vault	1	LS	\$ 8,400.00	\$ 8,400.00
334	14" Jack and Bore w/ 6" Carrier Pipe	20	LF	\$ 2,800.00	\$ 56,000.00
334	Long Single Meter Service (2" w/ no casing up to 50')	8	EA	\$ 3,200.00	\$ 25,600.00
334	Polywrap for DIP	2100	LF	\$ 15.00	\$ 31,500.00
335	Parking Lot Striping	1	LS	\$ 6,500.00	\$ 6,500.00

Subtotal	\$
	3,195,135.00
Mobilization	\$ 79,878.38
Demobilization	\$ 31,951.35
Add'l Work	\$ 128,000.00
Total	\$
	3,434,964.73

Three Million Four Hundred Thirty-Four Thousand Nine Hundred Sixty-Four Dollars and Seventy-Three Cents

Revised 12/20/2022

ATTACHMENT F

OEBO SCHEDULE 1

Office of Equal Business Opportunity Compliance Programs

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Lake Worth Hills Water Main Replacement
 SOLICITATION OPENING/SUBMITTAL DATE: May 16, 2023

SOLICITATION/PROJECT/BID NO.: 21-084
 COUNTY DEPARTMENT: 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 West Blue Heron Blvd., Riviera Beach, FL 33404

CONTACT PERSON: Chase Rogers PHONE NO.: (561) 640-3503 E-MAIL: crogers@hinterlandgroup.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$2,738,208.68 / 79.72%

*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. Utility Supply Associates, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$566,306.05	_____	_____
2. Special Developments LLC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	\$130,450.00	_____	_____	_____	_____
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 \$130,450.00 \$566,306.05

Total Bid/Offer Price \$ \$3,434,964.73

Total Certified S/M/WBE Participation \$ \$696,756.05 / 20.28%

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: 21-084

SOLICITATION/PROJECT NAME: Lake Worth Hills Water Main Replacement

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): 8/20/22-8/21/25

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

Column 1

Column 2

Column 3

Male Female

African-American/Black Asian American Caucasian American

Supplier

Hispanic American 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 Supply	1	LS	0	\$566,306.05/
					\$339,783.63 (60%)

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: \$566,306.05 / 16.49%

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: _____

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

Revised 09/17/2019

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: WUD Project No.: 21-084

SOLICITATION/PROJECT NAME: Lake Worth Hills Water Main Replacement

Prime Contractor: Hinterland Group Inc. Subcontractor: Special Developments LLC

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 03/02/2023 - 03/01/2026

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

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


Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
249	Asphalt Driveway Removal and Restoration	54\$/SY	1800 SY		\$97,200.00
257	Concrete Curb and Gutter	35\$/LF	950 LF		\$33,250.00

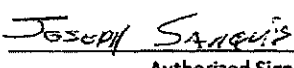
The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$ 130,450.00

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: 
Authorized Signature
Chase Rogers
Print Name
Project Director
Title
Date: 10/17/2023

Special Developments LLC
Print Name of Subcontractor/subconsultant
By: 
Authorized Signature
Joseph Sarquis
Print Name
AMBR
Title
Date: 10/17/2023

MODIFICATION

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

Special Developments LLC.

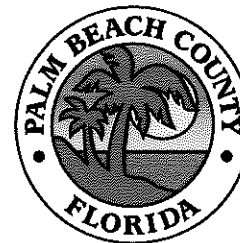
Vendor # **VS0000028369**

*is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
March 02, 2023 to March 01, 2026*

The following services and/or products are covered under this certification:

Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.; Construction Management Services; Contractor Compliance Monitoring Services; General Construction: Management, Scheduling, Cost Estimation Engineering; Project Management Services; Traffic Cones, Lane Markers, and Barricades (Portable), Concrete; Site Work; Milling Services, Asphalt; Construction, General (Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.; Maintenance and Repair, Highway and Roads, Including Removal of Asphalt, Concrete, Bitumens, etc.; Traffic Sign Installation and Removal Services


Allen Gray, Manager
06/01/2023



Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SARQUIS, JOSEPH

SPECIAL DEVELOPMENTS LLC
3791 VICTORIA DRIVE
WEST PALM BEACH FL 33406

LICENSE NUMBER: CGC1533919

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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 (H): <u>5.85%</u>
Current Proposal			
Value of Work Order No. <u>3</u>	\$3,434,964.73		
Value of SBE-M/WBE Letters of Intent	\$470,233.63	\$130,450.00	\$130,450.00
Actual Percentage	20.28%	3.79%	3.79%
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	\$3,434,964.73		
Total Value of Subcontractors & Letters of Intent	\$470,233.63	\$130,450.00	\$130,450.00
Actual Percentage	20.28%	3.79%	3.79%

Revised 12/20/2022

ATTACHMENT H

Location Map

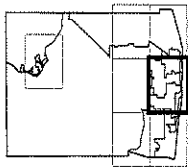
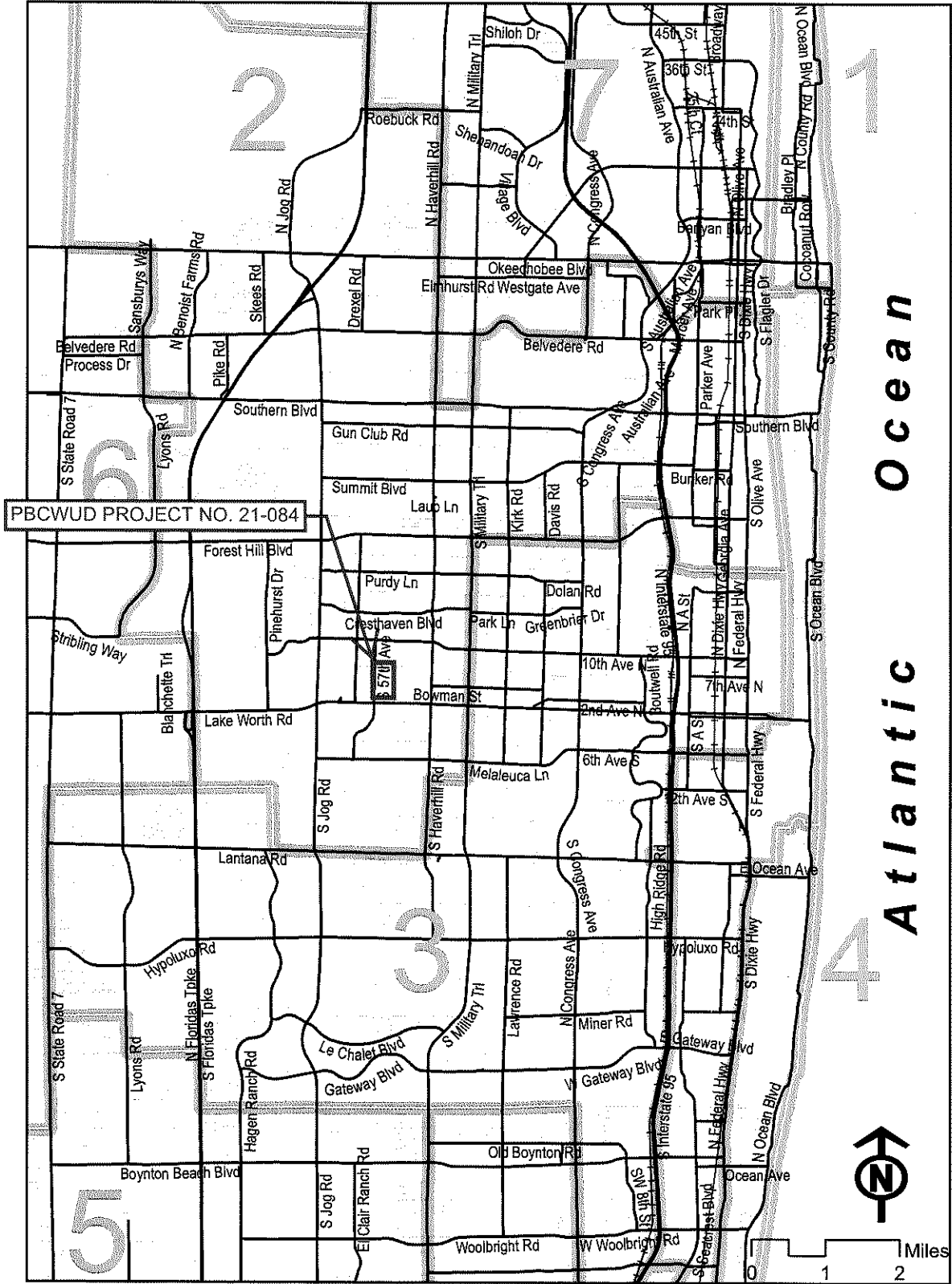
PBCWUD Project No. 21-084

Revised 12/20/2022

ATTACHMENT H

LOCATION MAP

PBCWUD NO. 21-084



Revised 04/26/2021