

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: June 10, 2025                      Consent [X]                      Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Change Order (CO) No. 6 to the Water Treatment Plant No. 2 Treatment and Disposal Package 1, 3 and 4 (Project) with PC Construction Company dba PCEO, Inc., (Contractor) in the amount of \$453,399.

**Summary:** On October 18, 2022, the Palm Beach County Board of County Commissioners (BCC) approved the Palm Beach County Water Utilities Department (PBCWUD) Contract (R2022-1219) with Contractor. The Project includes furnishing all materials, labor, supervision and equipment necessary to construct one (1) 5.0 million gallon pre-stressed ground storage tank; two (2) aeration and mixing systems for the ground storage tank, one (1) 15 million gallon per day (MGD) lime softening water treatment unit, one (1) surficial aquifer supply well, chemical storage and delivery systems, exterior stairs and elevated walkways, all electrical, instrumentation, piping, valves, pumps, paving, general civil site and other appurtenances for a completely functioning system and demolition, rehabilitation and modification of existing systems as specified. CO No. 6 authorizes the additional work necessary to install the chemical trench and double containment piping that provides various chemicals to treat potable water for consumption. This work is needed to complete the project and is due to unforeseen conditions.

The Contract was presented to the Goal Setting Committee (Committee) on April 21, 2021 and the Committee established a 20% Small Business Enterprise (SBE) subcontracting participation. The Contractor committed to 36.63% SBE participation. The SBE participation for this CO No. 6 is 5.95%. To date, the overall participation achieved on this Project is 37.20%. The Project is included in the PBCWUD FY 2025 budget. (PBCWUD Project No. 18-066R) District 3 (MWJ)

**Background and Justification:** PBCWUD has a comprehensive plan for future upgrades to Water Treatment Plant No. 2. The original lime softening Unit 1, constructed in 1973, will be demolished and Unit 2, constructed in 1981, will be placed on standby when the new 15 MGD lime softening unit is completed. A new water storage tank will be constructed to increase reliability for hurricanes and to provide fire flow. CO No. 6 will provide additional work needed to install the chemical trench and double containment piping that provides various chemicals to treat potable water for consumption.

**Attachments:**

- 1. Two (2) Originals of Change Order No. 6
- 2. Location Map
- 3. Ebix Compliance Summary Report

Recommended By: Kristin B. [Signature]                      5-7-2025  
Department Director                      Date

Approved By: [Signature]                      5/20/25  
Assistant County Administrator                      Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$453,999	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	\$453,999	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit W002 Object 6541

Is Item Included in Current Budget? Yes X No     

Is this item using 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 Sherman

## III. REVIEW COMMENTS

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

Lisa M. Miller 5/17/2025  
OFMB MSF  
RAF 5/17

Brenda Brubaker 5/13/25  
Contract Development and Control

### B. Legal Sufficiency:

[Signature] 5/14/25  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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

CHANGE ORDER NO. 6  
Palm Beach County Water Utilities Department  
Water Treatment Plant No 2 Treatment and Disposal Improvements  
Design Package 1, 3 and 4

Resolution No. R2022-1219 Contract Dated October 18, 2022

Project Title: Water Treatment Plant No 2 Treatment and Disposal Improvements Design Packages 1, 3 and 4.

PBCWUD Project No.: 18-066R

Contractor: PC Construction Company DBA, PCEO, Inc.

Address: 193 Tilley Drive, South Burlington, Vermont 05403

Budget Line Item No.: 4011 - 721 – W002 - 6541

District: 3

Notice to Proceed: 10/31/22

The Contract provides for 36.63% SBE participation, which includes 3.17% MBE participation, 1.47% MBE (H), 1.70% MBE (B). This Change Order includes 5.95% overall participation which includes, 1.62% MBE participation, 1.62% MBE (H), 0.00% MBE (B). The cumulative SBE participation, including this Change Order is 37.20%, which includes 3.74% MBE participation, 1.87% MBE (H), 1.87% MBE (B).

You are directed to make the following changes in this contract:

6.1 PC-120, additional work for chemical trench installation.	\$164,702.00
6.2 PC-117, additional work for chemical trench installation.	\$288,697.00
<b>Total:</b>	<b>\$453,399.00</b>

All Attachments to this Change Order are made a part of this Change Order and incorporated herein.

NOT VALID UNTIL SIGNED BY BOTH OWNER AND ENGINEER. SIGNATURE OF THE CONTRACTOR INDICATES THEIR AGREEMENT HERewith INCLUDING ANY ADJUSTMENT IN THE CONTRACT SUM OR CONTRACT TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Contract Sum was.....	\$26,735,001.00
Net Change by previous Change Order.....	\$246,216.14
The Contract Sum prior to this Change Order was.....	\$26,981,217.14
The Contract Sum will be <b>increased/decreased</b> by this Change Order.....	\$453,399.00
The New Contract Sum indicating this Change Order will be.....	\$27,434,616.14
The Date of Substantial Completion prior to this Change Order was .....	08/31/24
The Date of Final Completion prior to this Change Order was .....	10/30/24
The Contract Time will be <b>increased/decreased</b> by.....	0 Days
The Date of Substantial Completion including this Change Order.....	08/31/24
The Date of Final Completion including this Change Order.....	10/30/24

CHANGE ORDER NO. 6  
Palm Beach County Water Utilities Department  
Water Treatment Plant No 2 Treatment and Disposal Improvements  
Design Package 1, 3 and 4  
Resolution No. R2022-1219 Contract Dated October 18, 2022

The parties may address time extensions related to the modifications set forth in this Change Order at a later date. Contractor reserves all rights in connection with matters not addressed by this Change Order.

PC Construction Company  
DOA, PC&O, INC.  
CONTRACTOR  
193 Tilley Drive South  
Burlington, Vermont 05403

ADDRESS

SIGNATURE

PRINT NAME

TITLE

DATE

KIMLEY-HORN AND ASSOCIATES,  
INC.  
ENGINEER  
1920 WEXIVA WAY SUITE 200  
WEST PALM BEACH, FL 33411

ADDRESS

SIGNATURE

PRINT NAME

TITLE

DATE

Palm Beach County  
Board of County Commissioners

OWNER

301 N. Olive Avenue  
West Palm Beach, FL 33401

ADDRESS

SIGNATURE

PRINT NAME

MAYOR

TITLE

DATE

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged  
before me by means of ☒ physical presence or ☐ online notarization  
this 12th day of March, 2025,  
by Andres Munoz who is ☒ personally known  
to me or ☐ has produced \_\_\_\_\_ as identification.

(Signature of Notary Public - State of Florida)

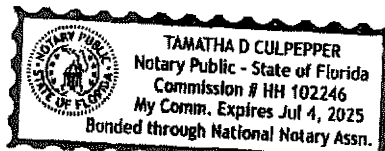
(Print, Type, or Stamp Commissioned Name of Notary Public)

Approved as to Form and Legal Sufficiency

By: \_\_\_\_\_  
County Attorney

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

By: \_\_\_\_\_  
Deputy Clerk



Revised 12/09/24

CHANGE ORDER NO. 6  
Palm Beach County Water Utilities Department  
*Water Treatment Plant No. 2 Treatment and Disposal Improvements*  
*Design Package 1, 3 and 4*  
Resolution No. R2022-1219 Contract Dated October 18, 2022

**LIST OF ATTACHMENTS**

<b>ATTACHMENT A</b>	Change Order Summary and Categorization
<b>ATTACHMENT B</b>	Change Order Additions/Deletions Summary
<b>ATTACHMENT C</b>	OEBO Schedule 1 and Schedule 2
<b>ATTACHMENT D</b>	Location Map
<b>ATTACHMENT E</b>	Bond Rider (if applicable)
<b>ATTACHMENT F</b>	Supporting Documentation

**ATTACHMENT A**

## CHANGE ORDER NO. 6 SUMMARY AND CATEGORIZATION

**Project Title: Water Treatment Plant No 2 Treatment and Disposal Improvements Design Package 1, 3 and 4**

**PBCWUD Project No.: 18-066R**

**Resolution No.: R2022-1219**

Item No.	C.O. Code	Scope of Work	Additions	(Deletions)	Net Change	Time
6.1	2	PC-120, additional work for chemical trench installation	164,702.00		164,702.00	
6.2	2	PC-117, additional work for chemical trench installation	288,697.00		288,697.00	
Total			453,399.00		453,399.00	

CHANGE ORDER CATEGORIZATION CODE

- 1) OWNER INITIATED
- 2) DIFFERING SITE CONDITIONS
- 3) ZONING/CODE/ORDINANCE CHANGES (REQUIREMENTS)
- 4) ERRORS/OMISSIONS IN DESIGN
- 5) QUANTITY OVERRUNS/UNDERRUNS
- 6) REQUEST BY ANOTHER AGENCY/OUTSIDE PARTY REIMBURSABLE
- 7) REQUEST BY ANOTHER AGENCY/OUTSIDE PARTY NON-REIMBURSABLE
- 8) OTHER [PROVIDE JUSTIFICATION VIA MEMO OR SCOPE OF WORK]

ATTACHMENT B

CHANGE ORDER ADDITIONS/DELETIONS SUMMARY

Project Title: Water Treatment Plant No 2 Treatment and Disposal  
Improvements Design Packages 1, 3 and 4  
Contractor: PC Construction Company DBA, PCEO Inc.  
PBCWUD Project No.: 18-066R  
Resolution No.: R2022-1219  
Date Approved: 10/18/22 Contract Amount: \$26,735,001.00

APPROVAL LIMITS:

Department Head	Contract Review Committee
Amount/Days	Amount/Days
Individual C.O. Cumulative C.O.	\$100,000.00 - 180 Days \$200,000.00 - 180 Days \$375,000.00 <sup>1</sup> - 180 Days \$375,000.00 <sup>1</sup> - 180 Days

C.O. NO.	DATE APPROVED	NET CHANGE <sup>2</sup>	DEPARTMENT HEAD (ADDS PLUS DEDUCTS) <sup>3</sup>		CONTRACT REVIEW COMMITTEE (ADDS PLUS DEDUCTS) <sup>3</sup>		TOTAL DEPT. HEAD & CONTRACT REVIEW COMM. (ADDS PLUS DEDUCTS) <sup>3</sup>		BOARD OF COUNTY COMMISSIONERS (ADDS PLUS DEDUCTS) <sup>3</sup>		TOTALS
			AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	AMOUNT	DAYS	
1	10/18/23	\$58,008.09	0	0	\$58,008.09	0	\$58,008.09	0	0	0	\$58,008.09
2	4/3/24	\$2,607.34	0	0	\$2,607.34	0	\$2,607.34	0	0	0	\$2,607.34
3	3/11/25	\$30,885.57	\$30,885.57	0	\$0.00	0	\$30,885.57	0	0	0	\$30,885.57
4	Pending	\$154,715.14	\$0.00	0	\$154,715.14	0	\$154,715.14	0	0	0	\$154,715.14
5	Pending	\$0.00	\$0.00	0	0	0	0	0	0	0	0
6	Pending	\$453,399.00	\$0.00	0	0	0	0	0	\$453,399.00	0	\$453,399.00
		\$699,615.14	\$30,885.57	0	\$215,330.57	0	\$246,216.14	0	\$453,399.00	0	\$699,615.14

- NOTES:
- 1. Per PPM #CW-F-050, upon approval of the C.O. in the cumulative amount of \$375,000.00 or 10% of the Original Contract value must submit a Receive and File to the Board of County Commissioners and the cumulative value is reset.
  - 2. Net Change reflects the net amount of additions plus deductions.
  - 3. Adds plus Deducts reflects the absolute value of unrelated changes for use in determining the approval authority for the Change Order.

3. Adds plus Deducts reflects the absolute value of unrelated changes for use in determining the approval authority for the Change Order.

**ATTACHMENT C**  
**OEBO SCHEDULE 1**

**OFFICE OF EQUAL BUSINESS OPPORTUNITY COMPLIANCE PROGRAMS**



OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Water Treatment Plant No. 2 Treatment and Disposal Improvements Design Package 1, 3 and 4 SOLICITATION/PROJECT/BID NO.: WUD 18-066R  
SOLICITATION OPENING/SUBMITTAL DATE: March 10, 2022 COUNTY DEPARTMENT: Palm Beach County Water Utilities

**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: PC Construction Company DBA PCEO, Inc. in FL ADDRESS: 193 Tilley Dr., South Burlington, VT 05403  
CONTACT PERSON: Andres Munoz, Project Superintendent PHONE NO.: 239-284-9988 E-MAIL: amunoz@pccoconstruction.com  
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$426,418.00  
\*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Non-SBE	MBE	WBE	SBE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**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. Gilmore Electric Company, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				\$19,621.00		
2. ECS Land Surveyors, Inc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		\$7,360.00				
3. Speedy Concrete Cutting, Inc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						\$1,495.00
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	\$7,360.00	\$19,621.00	\$1,495.00
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Total Bid/Offer Price \$ \$453,399.00

Total Certified S/M/WBE Participation \$ 26,981.00

I hereby certify that the above information is accurate to the best of my knowledge. Andres Munoz Project Manager

Note: 1. 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.  
2. 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.  
3. Modification of this form is not permitted and will be rejected upon submittal.  
4. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.  
If you have experienced or witnessed a violation of the EBO



**ATTACHMENT C**  
**OEBO SCHEDULE 2**

**OFFICE OF EQUAL BUSINESS OPPORTUNITY COMPLIANCE PROGRAMS**

Revised 12/09/2024

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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-066R  
SOLICITATION/PROJECT NAME: Water Treatment Plant No. 2 Treatment and Disposal Improvements Design Package 1,3 and 4

Prime Contractor: PC Construction Company DBA PCEO, Inc. in FL Subcontractor: Speedy Concrete Cutting, Inc.  
(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  
☒ 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. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Concrete Cutting Services				\$1,495.00

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: \$1,495.00

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.

Name of 2nd/3rd tier Subcontractor/subconsultant Price or Percentage:

PC Construction Company dba PCEO, Inc.

Print Name of Prime

By: Dan Nawrocki  
Authorized Signature

Daniel Nawrocki  
Print Name

SR. Vice President  
Title

Date: Apr 14, 2025

Speedy Concrete Cutting, Inc.

Print Name of Subcontractor/subconsultant

By: Nichole Devan  
Authorized Signature

Nichole Devan  
Print Name

Operations Admin.  
Title

Date: 4/14/2025



If you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

Revised 09/26/2024

**AUTHORIZED SIGNERS**

Company Name: Speedy Concrete Cutting  
Address: 2519 NW 19th St.  
City, State, Zip:  Ft. Lauderdale, FL 33311

Corporate Officers:

President: Todd Barna  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Other: \_\_\_\_\_  
Other: \_\_\_\_\_

Are all of the corporate officers authorized to sign as representative of the company (contracts, change orders, purchase orders, etc.)?

If no:

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

Is anyone other than a corporate officer authorized to sign as a representative of your company (contracts, change orders, purchase orders, etc.)?

If yes:

Name & Title: Nichole Devan, Operations Admin.  
Name & Title: \_\_\_\_\_  
Name & Title: \_\_\_\_\_

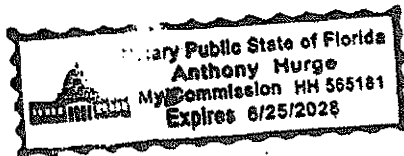
I swear that to the best of my knowledge the above information is true and correct, and authorize the above listed people to sign as representatives of this company (contracts, change orders, purchase orders, etc.).

Signature of Corporate Officer

Todd Barna, President  
Print Name & Title

Before me this 19th day of Dec 2024 appeared Todd Barna who is the President of Speedy Concrete and is personally known to me or has produced \_\_\_\_\_ as identification.

Notary Public



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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-066R  
SOLICITATION/PROJECT NAME: Water Treatment Plant No. 2 Treatment and Disposal Improvements Design Package 1,3 and 4

Prime Contractor: PC Construction Company DBA PCEO, Inc. in FL Subcontractor: Gilmore Electric Company, Inc.  
**(Check box(s) that apply)**

☒SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 02/28/2022  
02/28/2028

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. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Electrical Construction, Electrical Equipment				\$19,621.00

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: \$19,621.00

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.

<u>Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant</u>	Price or Percentage: <u></u>
---	------------------------------

PC Construction Company dba PCEO, Inc.

Print Name of Prime

By: Dan Nawrocki  
Dan Nawrocki (Apr 10, 2025 16:03 EDT)  
Authorized Signature

Daniel Nawrocki  
Print Name

SR. Vice President  
Title

Date: Apr 10, 2025

Gilmore Electric Company, Inc.

Print Name of Subcontractor/subconsultant

By: Daniel J Loveland  
Daniel J Loveland (Apr 10, 2025 15:22 EDT)  
Authorized Signature

Daniel J Loveland  
Print Name

President  
Title

Date: Apr 10, 2025



If you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

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. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: WUD 18-066R  
SOLICITATION/PROJECT NAME: Water Treatment Plant No. 2 Treatment and Disposal Improvements Design Package 1,3 and 4

Prime Contractor: PC Construction Company DBA PCEO, Inc. in FL Subcontractor: ECS Land Surveyors, Inc.  
(Check box(s) that apply)

☒SBE ☐WBE ☒MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 10/02/2022

The undersigned affirms they are the following (select one from each column if applicable): 10/01/2025  
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. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	Global Positioning Systems Surveying Services				7,360.00

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: \$7,360.00

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.

Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Price or Percentage:

PC Construction Company dba PCEO, Inc.  
Print Name of Prime

By: Dan Nawrocki  
Dan Nawrocki (Mar 7, 2025 13:15 EST)  
Authorized Signature

Daniel Nawrocki  
Print Name

SR Vice President  
Title

Date: 3/7/25

ECS Land Surveyors, Inc.  
Print Name of Subcontractor/subconsultant

By: Javier De La Rocha  
Javier De La Rocha (Mar 7, 2025 13:15 EST)  
Authorized Signature

Javier De La Rocha  
Print Name

President  
Title

Date: 3/7/25



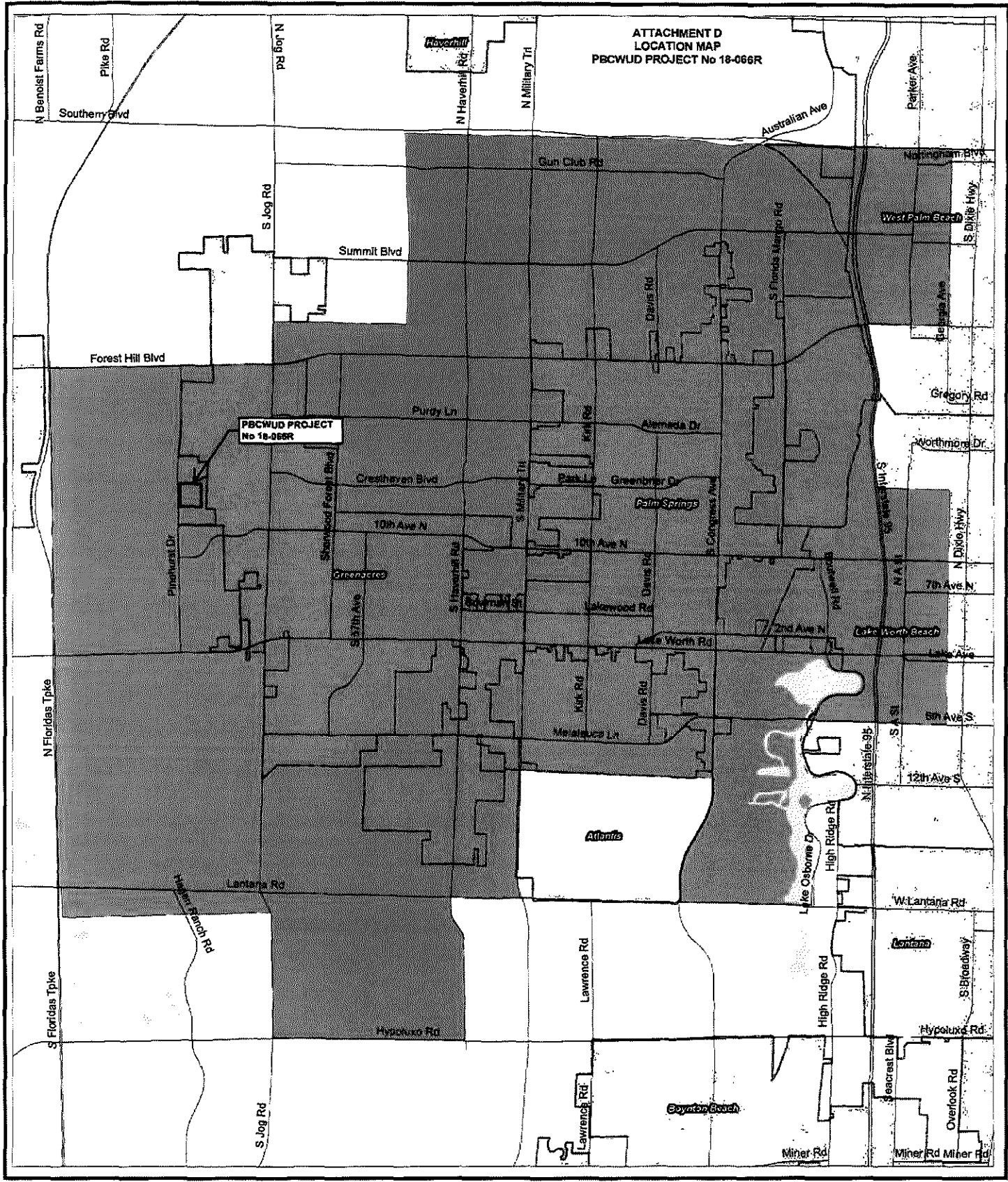
If you have experienced or witnessed a violation of the EBO Ordinance or would like to file a complaint, please scan the QR Code

# **ATTACHMENT D**

## **LOCATION MAP**

**PBCWUD Project No. 18-066R**

Revised 12/09/2024



ATTACHMENT D  
LOCATION MAP  
PBCWUD PROJECT No 18-066R

PBCWUD PROJECT  
No 18-066R

# PALM BEACH COUNTY COMMISSION DISTRICT 3



Municipalities



District 3

0 0.2 0.4 0.6 Miles



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 E**

**BOND RIDER**  
(IF APPLICABLE)

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**  
**One Tower Square, Hartford, CT 06183**  
**and**  
**FEDERAL INSURANCE COMPANY**  
**202B Halls Mill Road**  
**Whitehouse Station, NJ 08889**

**RIDER No. 6**

To be attached to and form part of Bond No. 107652569/K40485211

Issued on behalf of PC Construction Company dba PCEO, Inc. as Principal, and in favor of the Palm Beach County as Obligee.

It is agreed that:

1. Whereas the Sureties hereby gives their consent to the increase in bond value by \$453,399.00 for Change Order No. 006 as follows:

From: \$26,981,217.14

Twenty-Six Million Nine Hundred Eighty-One  
Thousand Two Hundred Seventeen and 14/100  
U.S. Dollars

To: \$27,434,616.14

Twenty-Seven Million Four Hundred Thirty-Four  
Thousand Six Hundred Sixteen and 14/100 U.S. Dollars

2. This rider is effective as of noon on October 18, 2022

PROVIDED, however, that the liability of the Surety under the attached bond as changed by this Rider shall not be cumulative.

Signed, sealed and dated February 25, 2025

**Travelers Casualty and Surety Company of America**  
**And Federal Insurance Company**

By: Michael T. Walsh  
Michael T. Walsh, Attorney-in-Fact



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

**POWER OF ATTORNEY**


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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

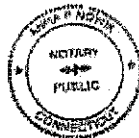
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

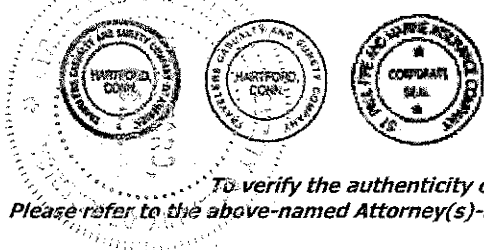
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each 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 remains in full force and effect.

Dated this **25th** day of **February**, **2025**



  
Kevin E. Hughes, Assistant Secretary

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

CHUBB®

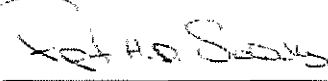
Power of Attorney






Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company  
Westchester Fire Insurance Company | ACE American Insurance Company


Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Lorraine J. Cofran, Susan M. Dubie, Christopher Gautreau and Michael T. Walsh of South Burlington, Vermont -----






each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10<sup>th</sup> day of January, 2025.

  
Rupert HD Swindells, Assistant Secretary

  
Warren Eichhorn, Vice President


STATE OF NEW JERSEY  
County of Hunterdon SS.

On this 10<sup>th</sup> day of January, 2025 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi  
NOTARY PUBLIC OF NEW JERSEY  
No 50202359  
Commission Expires August 22, 2027

  
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):






- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 25th day of February, 2025

  
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

**ATTACHMENT F**

**SUPPORTING DOCUMENTATION**

Revised 12/09/2024

INTER-OFFICE COMMUNICATION  
Palm Beach County  
WATER UTILITIES DEPARTMENT

DATE: April 14, 2025

TO: File

FROM: Joseph Tanacredi P.E.



RE: Change Order No 6, WUD 18-066R

Water Treatment Plant No 2 Treatment and Disposal Improvements Design  
Package 1,3 and 4.

Contractor requested additional money for chemical trench installation.

This work is required as outlined in the Engineers letter dated April 11, 2025.

MEMORANDUM

To: Joseph Tanacredi, P.E.

From: Kaitlin Townsend, P.E.

Andrea Carpenter, P.E. (KHA), Mark Miller, P.E. (KHA)

Date: April 11, 2025

Subject: Palm Beach County Water Utilities Department Water Treatment Plant No. 2  
Treatment and Disposal Improvements – DP 1, 3 and 4 Change Order No. 6:  
Chemical Trench Installation Additional Work I and II

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PC Construction dba PCEO, Inc. (PC Construction), the general contractor for the Palm Beach County Water Utilities Department (PBCWUD), Water Treatment Plant (WTP) No. 2 Treatment and Disposal Improvements – Design Package 1, 3 and 4 Project provided proposed contract change orders, PCO-117 (Rev 4) and PCO-120 (Rev 4), for Chemical Trench Installation Additional Work I and II totaling **\$453,399.00**. The PCOs are based upon additional utility conflicts that the Contractor uncovered in the field while installing the chemical trench. PBCWUD and PC Construction agreed to modify the standard Change Order language in the Change Order No. 6 package. Per the request of PBCWUD, Kimley-Horn signed Change Order No. 6 to reflect Kimley-Horn's review of PC Construction's material and labor costs only.

**1) Additional Work to Install Chemical Trench and Double Containment Piping (PCO-117) (6.1)**

Contract drawings M-201 through M-208 show the routing and details for the installation of the chemical trench and the double containment piping within the trench. Existing utilities are shown on the Contract Drawings and are based on the best available record drawings provided to Kimley-Horn. PC Construction uncovered existing utilities in the field in locations that were different from the record drawings provided to Kimley-Horn and, in turn, the Contract Drawings. In order to install the double containment piping for the chemical systems, a revised routing was provided via RFIs 179.3 and 184. The revised routing detailed direct bury installation of the double containment piping, saw cutting and removal of the existing MLEX concrete slab, additional concrete form work and concrete cap installation, and additional sidewalk installation. The revised routing utilized the original design to the best extent possible, while avoiding impacts to existing utilities. This required additional material not already included in the Contract Documents, as well as labor hours associated with the Work. A change in contract price is included for this Work.

PC Construction provided PCO-117 (Rev 4) on February 13, 2025, in the total amount of \$288,697. Kimley-Horn reviewed the material and labor costs to perform the work included within PCO-117 (Rev 4) and takes no exception to the breakdown of costs provided by PC Construction.

PC Construction previously requested 170 additional days in PCO-117 Revisions 2 and 3, at a Daily OH Rate of \$8,040.00. Kimley-Horn takes exception to the Daily OH Rate line item being added to PCO-117. The Contractor's fee only allows for overhead and profit as defined in Article 44, Paragraph C of the General Conditions. Further, per PBCWUD request, all delay claims are to be addressed at the end of the Project.

At PBCWUD's request, Kimley-Horn prepared draft Work Directive Nos. 003, 007 and 008 that included a "not to exceed" amount for the labor and material costs associated with PCO-117. The total of draft Work Directive Nos. 003, 007 and 008 is **\$291,747**. As detailed within Kimley-Horn's October 3, 2024 and December 6, 2024 letters regarding PCO-106 and PCO-114, the work within Work Directive Nos. 003, 007 and 008 could have been advanced had PC Construction identified chemical trench conflicts prior to procurement, as required by the Contract Documents.

**2) Additional Work to Install Chemical Trench and Double Containment Piping (PCO-120) (6.2)**

Contract drawings M-201 through M-208 show the routing and details for the installation of the chemical trench and the double containment piping within the trench. Existing utilities are shown on the Contract Drawings and are based on the best available record drawings provided to Kimley-Horn. PC Construction uncovered existing utilities in the field in locations that were different from the record drawings provided to Kimley-Horn and, in turn, the Contract Drawings. In order to install the double containment piping for the chemical systems, a revised routing was provided via RFIs 182, 203, 194, 185, 187 and 184. The revised routing included direct bury installation of the double containment piping, saw cutting and removal of the existing MLEX concrete slab, additional concrete form work and pouring for concrete cap installation, and additional sidewalk installation. The revised routing utilized the original design to the best extent possible, while avoiding impacts to existing utilities. This required additional material not included in the Contract Documents, as well as labor hours associated with this Work. A change in contract price is included for this Work.

PC Construction provided PCO-120 (Rev 4) on February 6, 2025, in the total amount of \$164,702. Kimley-Horn reviewed the material and labor costs to perform the work included within PCO-120 (Rev 4) and takes no exception to the breakdown of costs provided by PC Construction.

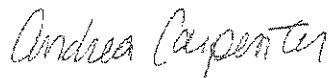
On February 11, 2025, PC Construction sent an email stating that it would be adding 14 calendar days to the construction schedule presumably at the same Daily OH Rate identified in PCO-117. Kimley-Horn takes exception to a Daily OH Rate line item being added to PCO-120. The Contractor's fee only allows for overhead and profit as defined in Article 44, Paragraph C of the General Conditions. Further, per PBCWUD request, all delay claims are to be addressed at the end of the Project.

At PBCWUD's request, Kimley-Horn prepared draft Work Directive No. 006 that included a "not to exceed" amount for the labor and material costs associated with PCO-120 (Rev 4). The total of draft Work Directive No. 006 is **\$100,000**. As detailed within Kimley-Horn's October 3, 2024 and December 6, 2024 letters regarding PCO-106 and PCO-114, the work within Work Directive No. 006 could have been advanced had PC Construction identified chemical trench conflicts prior to procurement, as required by the Contract Documents.



Kimley-Horn reviewed Change Order 6 (CO-6) provided by PC Construction and, although Kimley-Horn does not agree that PC Construction should receive costs or time at the Daily OH Rate associated with the work set forth in PCO-117 and PCO-120 for the reasons expressed within this memo, Kimley-Horn takes no exception to PC Construction's calculation of the total amount of **\$453,399.00** for labor and material costs.

If you have any questions regarding this change in contract price proposal review and memorandum, please feel free to contact me at 561-290-0962.



Andrea Carpenter, P.E.



**BUILDING STRONGER,**

193 Tilley Drive  
South Burlington, VT 05403  
802.658.4100  
pcoconstruction.com

**100% EMPLOYEE OWNED**

February 6, 2025

Kaitlin Townsend – P.E.  
Kimley-Horn and Associates, Inc.  
1920 Wekiva Way, Suite 200, West Palm Beach, Florida, 33411  
VIA: Email

Subject: **PCO #120 – Chemical Trench Install Additional Work II\_Rev4**  
Water Treatment Plant No. 2 Treatment and Disposal Improvements, Design Package 1, 3, and 4  
WUD Project No. 18-006R

Reference(s): Contract Section(s) – Article 44. Change of Contract Price; and Article 49. Change of Contract Time  
RFI(s) – Dated 11/04/2024 - RFI#182 Chemical Trench Conflict by 2.5MG GST  
RFI(s) – Dated 11/04/2024 - RFI#185 Chemical Trench Conflict by Filter Bldg. East  
RFI(s) – Dated 09/19/2024 - RFI#184 Chemical Trench Conflict by Chemical Building  
RFI(s) – Dated 11/04/2024 - RFI#187 Chemical Trench Conflicts by Filter Bldg. South  
RFI(s) – Dated 11/08/2024 - RFI#189 Chemical Trench Conflict by Filter Bldg. SW  
RFI(s) – Dated 11/18/2024 - RFI#203 Chemical Building Coring  
RFI(s) – Dated 11/15/2024 - RFI#194 Chemical Trench MIEX Slab Cut  
Letter – Dated 11/14/2024 - Notification of Delay & Additional Costs - Chemical Trench Install II  
Letter – Dated 11/19/2024 - Notification of Delay & Additional Costs - Chemical Trench Install II  
PCO #120 – Chemical Trench Install Additional Work II  
Email(s) – Dated 01/17/2025 - RE: WTP2 - PCI-120 Chemical Trench Installation Additional work II  
PCO #120 – Chemical Trench Install Additional Work II\_Rev1  
PCO #120 – Chemical Trench Install Additional Work II\_Rev2  
PCO #120 – Chemical Trench Install Additional Work II\_Rev3

Dear Ms. Townsend,

PC Construction (PC) issues this letter to provide written notice of change, delay and pricing as per the requirements of the contract, as it pertains to the Engineer of Record (EOR) instruction received in the responses to RFI-182 Chemical Trench Conflict by 2.5MG GST, RFI-184 Chemical Trench Conflict By Chemical Building, RFI-185 Chemical Trench Conflict by Filter Bldg. East, RFI-187 Chemical Trench Conflicts by Filter Bldg. South, RFI-189 Chemical Trench Conflict by Filter Bldg. SW, RFI-203 Chemical Building Coring and RFI-194 Chemical Trench MIEX Slab Cut. PC has continued installation of the precast chemical trench in accordance with revised Contract Drawings, approved submittal layout and direction provided by the EOR and PBCWUD.

PC has obtained pricing for the sum of **\$164,702**. Please find attached lump sum cover sheet for approval. please return the attached form with the executed signatures.

PCO #120 Cost Proposal Adder Amount: \$164,702.

This proposal is only for additional work associated with the RFI responses revising the chemical trench design by Kimley Horn. This proposal does not include a time extension request for the additional work. PC reserves all rights under the Contract, including its right to seek an extension to the Contract Schedule and time-related and impact costs, including such costs which are unknown or impossible to assess at this time.

Please do not hesitate to contact the undersigned, should you have any questions and/or require any additional information.

Sincerely,

*Andres Munoz*

Andres Munoz  
PC Construction

Description: Chemical Trench Installation Additional Work II\_Rev4

Line	Description	Qty	Unit	Labor		Material			Equipment		Subcontract	
				Unit Price	Extended Price	Unit Price	Extended Price	Taxed Items	Unit Price	Extended Price	Unit Price	Extended Price
	PC ADMINISTRATIVE LABOR											
	Senior Superintendent	25	MH	\$ 129.87	\$ 3,246.75							
	PC CRAFT LABOR											
	Chemical Trench Additional Work	1	LS	\$ 68,790	\$ 68,790							
	MATERIALS											
	Closure fittings					\$ 1,252	\$ 1,252	\$ 1,252				
	Closure fittings Install	2	CRWDY	\$ 1,733.82	\$ 3,468							
	RFI-182											
	Pipe materials					\$ 3,286	\$ 3,286	\$ 3,286				
	Form/ Reinf. materials					\$ 540.45	\$ 540.45	\$ 540.45				
	Concrete Min. Order					\$ 1,004	\$ 1,004	\$ 1,004				
	Dumpspter					\$ 716	\$ 716	\$ 716				
	RFI-203											
	Pipe materials					\$ 556	\$ 556	\$ 556				
	Form/ Reinf. materials					\$ 540.45	\$ 540.45	\$ 540.45				
	Concrete Min. Order					\$ 1,004	\$ 1,004	\$ 1,004				
	Dumpspter					\$ 826	\$ 826	\$ 826				
	RFI-194											
	Concrete Saw Speedy Concrete										\$ 1,495	\$ 1,495
	Concrete (included in RFI-182)					\$ -	\$ -	\$ -				
	Dumpster( included in RFI-182)					\$ -	\$ -	\$ -				
	RFI-185/187											
	Pipe materials					\$ 3,838.74	\$ 3,838.74	\$ 3,838.74				
	Form/ Reinf. materials					\$ 1,155	\$ 1,155	\$ 1,155				
	Concrete Caps					\$ 1,004	\$ 1,004	\$ 1,004				
	Concrete Slab					\$ 1,438	\$ 1,438	\$ 1,438				
	RFI-184											
	Pipe materials					\$ 689.78	\$ 689.78	\$ 689.78				
	Form/ Reinf. materials					\$ 540.45	\$ 540.45	\$ 540.45				
	Concrete Cap (Min Order)					\$ 1,004	\$ 1,004	\$ 1,004				
	Concrete Slab (Min Order)					\$ 1,004	\$ 1,004	\$ 1,004				
	EQUIPMENT											
	Mini Excavator	30	DY						\$ 695.62	\$ 20,868.60		
	Skidsteer	30	DY						\$ 564.07	\$ 16,922.10		
	Forklift	5	DY						\$ 1,414.94	\$ 7,074.70		
	Totals Direct Cost				\$ 75,504		\$20,400			\$44,865		\$1,495
	7% Sales Tax (on Taxable Items)					7.03%		\$1,428		\$3,141		
SUBTOTAL CATAGORIES				\$75,504		\$21,828			\$48,006		\$1,495	

Schedule Impact:	Unknown			
Time Extension Requested:	Unknown			

	Subtotal	\$146,833
M1	Overhead & Profit (15% of Labor, Material)	\$14,600
M2	Subcontractor Fee (5%)	\$75
M3	General Liability Insurance (1.10%)	\$1,777
M4	Builder's Risk Insurance (0.320%)	\$517
M5	Performance & Payment Bond (0.550%)	\$901
M6	Total (Sub-Total Cost of the Work+Insurance+Taxes)	\$164,702

Total Cost	\$164,702
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**BUILDING STRONGER,** *Integrity • Innovation • Quality*

193 Tilley Drive  
South Burlington, VT 05403  
802.658.4100  
pcconstruction.com

**100% EMPLOYEE OWNED**

February 10, 2025

Kaitlin Townsend – P.E.  
Kimley-Horn and Associates, Inc.  
1920 Wekiva Way, Suite 200, West Palm Beach, Florida, 33411  
VIA: Email

Subject: PCO #117- Chemical Trench Installation Additional Work\_Rev4  
Water Treatment Plant No. 2 Treatment and Disposal Improvements, Design Package 1, 3, and 4  
WUD Project No. 18-006R

Reference(s): Contract Section(s) – Article 44. Change of Contract Price; and Article 49. Change of Contract Time  
Letter – Dated 9/11/2024 – Notification of Delay and Additional Costs – Chemical Trench  
Installation  
PCI-106 – Dated 03/13/2024 - Request for Additional Contract Time & Additional Contract Cost  
Email(s) – Dated 10/31/2024 - Chemical trench – RFI-179.3  
Email(s) – Dated 11/05/2024 - Chemical Trench – North of ECV Slab  
Email(s) – Dated 12/10/2024 - RE: WTP2 - PCO-117 - Chemical Trench Install Additional Work  
Email(s) – Dated 12/19/2024 - RE: WTP2 - PCO-117 - Chemical Trench Install Additional Work  
Email(s) – Dated 01/08/2025 - RE: WTP2 - PCO-117 - Chemical Trench Install Additional Work  
RFI(s) – Dated 06/06/2024 - RFI#165 Chemical Trench Fluoride Footer Conflicts  
RFI(s) – Dated 06/06/2024 - RFI#166 Manhole-Lime Slurry Piping and Install Location  
RFI(s) – Dated 06/18/2024 - RFI#170 Lime Manhole Utility Conflict  
RFI(s) – Dated 07/03/2024 - RFI#174 Southwest Chemical Trench Utility Conflict  
RFI(s) – Dated 07/03/2024 - RFI#175 Lime Slurry Manhole #2 Obstruction  
RFI(s) – Dated 07/25/2024 - RFI#178 Lime Slurry/Chemical Trench Conflict with Existing DIP  
RFI(s) – Dated 07/31/2024 - RFI#178.1 Lime Slurry/Chemical Trench Conflict with Existing DIP  
RFI(s) – Dated 08/05/2024 - RFI#179 Chemical Trench and Ductbank Conflict  
RFI(s) – Dated 08/13/2024 - RFI#179.1 Chemical Trench and Ductbank Conflict  
RFI(s) – Dated 08/16/2024 - RFI#179.2 Chemical Trench and Ductbank Conflict  
RFI(s) – Dated 09/13/2024 - RFI#184 Chemical Trench Conflict by Chemical Building  
RFI(s) – Dated 09/30/2024 - RFI#179.3 Chemical Trench and Ductbank Conflict  
RFI(s) – Dated 10/07/2024 - RFI#190 Installed Chemical Trench Field Adjustment  
RFI(s) – Dated 10/21/2024 - RFI#192 Chemical Trench Conflict North of ECV Slab  
RFI(s) – Dated 10/22/2024 - RFI#193 Chemical Trench MEX Irrigation Line Conflict  
RFI(s) – Dated 10/23/2024 - RFI#196 Chemical Trench Conflict North of Blending Box  
RFI(s) – Dated 10/29/2024 - RFI#198 NH3 and Ammonia Relocation  
RFI(s) – Dated 10/30/2024 - RFI#199 Chemical Trench Conflict East of MEX Building  
PCO #117- Chemical Trench Installation Additional Work\_Rev2  
PCO #117- Chemical Trench Installation Additional Work\_Rev3

Dear Ms. Townsend,

PC Construction (PC) issues this PCO-117- Chemical Trench Installation Additional Work\_Rev4 to provide pricing per the requirements of the Contract for additional cost and time impact to the Chemical Trench installation through February 3, 2025, which is the date the critical path work resumed.

PC previously submitted PCI-106 (dated March 13, 2024) which demonstrates critical delay totaling 206 calendar days for Chemical Trench design conflicts. PCI-106 was denied in whole. PC maintains its Contract rights for entitlement to the additional time and time-related costs in PCI-106 and currently awaits the Engineer of Record to address these adjustments via the Alternative Dispute Resolution process as required Contract.

Now, PC submits herein this PCO-117- Chemical Trench Installation Additional Work\_Rev4 for additional time and cost for impacts to Chemical Trench installation through February 3, 2025. The critical path delay incurred for additional work and changes to the Chemical Trench installation through January February 3, 2025, is 176 calendar days. Costs in PCO-117\_Rev4 include the time-related costs for 176 calendar days of critical path delay. PCO-117\_Rev4 also includes costs for the additional work and changes to the Chemical Trench installation as identified through February 3, 2025.

PCO-117\_Rev4 also includes costs for the investigative efforts associated with the additional work required for Chemical Trench design conflicts, previously included in PCI-106. PCO-117\_Rev4 also includes the costs associated with light pole relocation and flow meter relocation originally included in PCI-106.

The additional costs in PCO-117\_Rev4 for 176 calendar days of delay plus the costs for additional work and changes to the Chemical Trench installation as identified through February 3, 2025, plus the costs for Chemical Trench design conflicts in PCI-106, and the costs associated with light pole relocation and other items included in PCI-106, come together for a total of \$1,959,960. For the processing of this change order, the cost of work associated with this PCO, removing the time and OH rate, is \$288,967.

Importantly, PCO-117\_Rev4 delay and cost for additional work and changes to the installation of the Chemical Trench are only as known and identified through February 3, 2025. Meanwhile, installation of the Chemical Trench remains ongoing, which risks yet more delay, additional work, and changes to the Chemical Trench installation that are not yet known. Accordingly, PCO-117\_Rev4 excludes (and PC reserves its rights to future adjustment for) delay, additional work, and changes to the Chemical Trench as may be incurred and/or required for installation of the Chemical Trench after February 3, 2025.

Regards,

*Andres Munoz*

Andres Munoz  
PC Construction

Description: Chemical Trench Install Additional Work\_Rev4

Line	Description	% Rate	Qty	Unit	Labor		Material			Equipment		Subcontract	
					Unit Price	Extended Price	Unit Price	Extended Price	Taxed Items	Unit Price	Extended Price	Unit Price	Extended Price
	<b>PC ADMINISTRATIVE LABOR</b>												
	Senior Superintendent		120	MH	\$ 130	\$ 15,584							
	<b>PC CRAFT LABOR</b>												
	Chemical Trench Additional Work		1	LS	\$ 68,290	\$ 68,290							
	<b>MATERIALS</b>												
	<b>CIP PCO-106</b>												
	Rebar		1	TN			\$ 900	\$ 450	\$ 450				
	Forms		220	SF			\$ 3	\$ 660	\$ 660				
	Chamfer strip		70	LF			\$ 1	\$ 62	\$ 62				
	Carbon Fiber covers/embeds		1	LS			\$ 6,380	\$ 6,380	\$ 6,380				
	Concrete (Min Order) - CIP PCO-106		2	LS			\$ 893	\$ 1,787	\$ 1,787				
	Concrete (Min Order) - RFI-184		1	LS			\$ 891	\$ 891	\$ 891				
	Misc. Material Form / Mesh - RFI-184		1	LS			\$ 500	\$ 500	\$ 500				
	Purchase Original Chemical Trench		1	LS				\$ (537,375)	\$ (537,374)				
	Purchase Revised Chemical Trench		1	LS				\$ 570,488	\$ 570,488				
	Pipe elevation Changes General - Materials		1	LS			\$ 11,141	\$ 11,141	\$ 11,141				
	Pipe elevation Changes General - Labor		5	CRWDY	\$ 1,734	\$ 8,670							
	<b>RFI-179.3</b>												
	Concrete (Min Order) - Electrical Conduits		1	LS			\$ 891	\$ 891	\$ 891				
	Concrete Cap and sidewalk		6	CY			\$ 216	\$ 1,296	\$ 1,296				
	Concrete Steps(Min Order)		1	LS			\$ 891	\$ 891	\$ 891				
	Misc. Materials Form - Wire - Exp.Joint - Grout - Rebar		1	LS			\$ 1,000	\$ 1,000	\$ 1,000				
	2x4 sch 80 dbl 90		8	EA			\$ 85	\$ 680	\$ 680				
	2" Sch 80 PVC - Conduit Leak		60	LF			\$ 3	\$ 152	\$ 152				
	Misc. Materials from RFIs		1	LS			\$ 2,907	\$ 2,907	\$ 2,907				
	<b>ADDITIONS TO CHEMICAL TRENCH -From PCO106</b>												
	<b>Chlorine to MH-8A and 8B NO CHANGE</b>												
	<b>2.5"x6" Brine to MIEX additional fittings</b>												
	3"x6" sch 80 dbl cnd 45		6	EA			\$ 104	\$ 624	\$ 624				
	Additional Work		1	CRWDY	\$ 1,734	\$ 1,734							
	<b>2"x4" Chlorine to softener #2 for crossovers</b>												
	2x4 sch 80 dbl cndd pipe		20	LF			\$ 15	\$ 295	\$ 295				
	2x4 sch 80 dbl cndd 90		6	EA			\$ 63	\$ 378	\$ 378				
	2x4 sch 80 dbl cndd 45		6	EA			\$ 68	\$ 410	\$ 410				
	2x4 sch 80 dbl cndd tee		2	EA			\$ 128	\$ 258	\$ 258				
	2x4" term fitting		2	EA			\$ 151	\$ 301	\$ 301				
	2" sch 80 pvc pipe		20	LF			\$ 3	\$ 51	\$ 51				
	2" sch 80 pvc 90		6	EA			\$ 4	\$ 25	\$ 25				
	2" blow off valve		2	EA			\$ 1,206	\$ 2,413	\$ 2,413				
	Additional Work		2	CRWDY	\$ 1,734	\$ 3,468							
	<b>1.5"x3" chlorine to MIEX additional fittings</b>												
	1.5x4" sch 80 dbl cndd 45						\$ 65	\$ 389	\$ 389				
	Additional Work		1	CRWDY	\$ 1,734	\$ 1,734							
	<b>1" sodium hexamethphosphate to TU#3 NEW LINE</b>												
	1" sch 80 pvc pipe		180	LF			\$ 1	\$ 207	\$ 207				
	1" sch 80 pvc 45		4	EA			\$ 5	\$ 20	\$ 20				
	1" sch 80 pvc 90		9	EA			\$ 2	\$ 22	\$ 22				
	1" blow off valve		1	EA			\$ 621	\$ 621	\$ 621				
	1" tee		1	EA			\$ 4	\$ 4	\$ 4				
	1" Pipe Straps		53	EA			\$ 4	\$ 212	\$ 212				
	unistrut		60	LF			\$ 19	\$ 1,145	\$ 1,145				

[illegible]



3" blow off valve	1	EA			\$ 2,320	\$ 2,320	\$ 2,320				
Additional Work	2	CRWDY	\$ 1,734	\$ 3,468							
Credit for original 2" C02.											
2" Sch 80 PVC	(140)	LF			\$ 3	\$ (356)	\$ (356)				
2" Sch 80 PVC 90 bnd	(4)	EA			\$ 4	\$ (17)	\$ (17)				
2" Sch 80 PVC 45 bnd	(2)	EA			\$ 10	\$ (20)	\$ (20)				
2" Pipe Straps	(6)	EA			\$ 10	\$ (61)	\$ (61)				
Credit for Work	1	CRWDY	\$ (1,734)	\$ (1,734)							
Lime Slurry NEW											
6" SCH80 PVC PIPE	200	LF			\$ 15	\$ 2,944	\$ 2,944				
6" COUPLINGS	8	EA			\$ 39	\$ 314	\$ 314				
unistrut	8	LF			\$ 19	\$ 153	\$ 153				
2" INDUSTRIAL HOSE	260	LF			\$ 7	\$ 1,880	\$ 1,880				
2" pipe straps	4	EA			\$ 2	\$ 10	\$ 10				
2" hose to hose connection	2	EA			\$ 58	\$ 115	\$ 115				
Additional Work	3	CRWDY	\$ 1,734	\$ 5,201							
Additional Potholing Due to Redesign -PCO106	4	CRWDY	\$ 1,734	\$ 6,935							
CREDIT FOR Mlex Concrete											
Credit for Work	(4)	CRWDY	\$ 1,734	\$ (6,935)							
10% Credit for above				\$ (694)							
Concrete/ Rebar (Min Order)	(1)	LS			\$ 1,891	\$ (1,891)	\$ (1,891)				
10% Credit for above						\$ (189)	\$ (189)				
Mini Excavator	(1)	DY						\$ (696)	\$ (696)		
10% Credit for above								\$ (70)	\$ (70)		
Credit for leak detection fittings	(1)	LS			\$ (8,000)	\$ (8,000)	\$ (8,000)				
EQUIPMENT											
Mini Excavator	23	DY						\$ 696	\$ 15,999		
Skidsteer	21	DY						\$ 564	\$ 11,845		
Forklift	10	DY						\$ 1,415	\$ 14,149		
SUBCONTRACTOR / VENDOR											
Gilmore Electric RFI-184	1	LS								\$ 10,351	\$ 10,351
Gilmore Electric -PCO-106	1	LS								\$ 9,270	\$ 9,270
Survey -PCO-106	2	LS								\$ 3,680	\$ 7,360
Totals Direct Cost				\$ 108,457		\$69,831			\$41,229		\$26,981
7% Sales Tax (on Taxable Items)						7.00%	\$4,886		\$2,886		
SUBTOTAL CATAGORIES				\$108,457		\$74,719		\$44,116		\$26,981	

Schedule Impact:	170	Day		
Time Extension Requested:	170	Day		
This Proposal Expires	30	Days		

	Subtotal	\$254,272
M1	Overhead & Profit (15% of Labor, Material)	\$27,478
M2	Subcontractor Fee (5%)	\$1,349
M3	General Liability Insurance (1.10%)	\$3,114
M4	Builder's Risk Insurance (0.320%)	\$906
M5	Performance & Payment Bond (0.550%)	\$1,579
M6	Total (Sub-Total Cost of the Work+Insurance+Taxes)	\$288,697

Total Cost	\$288,697
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Signature Authorization Certificate

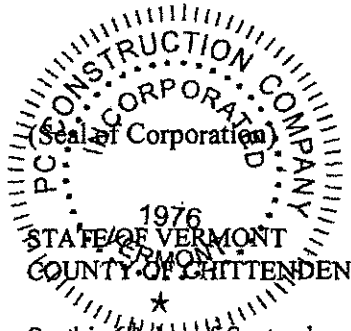
By resolution of the Board of Directors of PC Construction Company ("PC"), certain officers and directors were authorized to negotiate and execute commercial contracts, agreements, and other documents necessary for conducting business of the company. The Board of Directors has also granted authority to delegate this authority as deemed necessary, and to the extent determined appropriate.


NOW, THEREFORE, the powers, duties and execution authority as stated in the chart below shall be and are hereby granted to ANDRES MUNOZ, as Designee, until express notice of revocation has been given in writing or Designee's employment is terminated. Designee is authorized to execute only the specific documents and only up to the amounts indicated.

Type of Document		Dollar Limit
1	Project Proposal	None
2	Bid or GMP	None
3	Owner Contract	None
4	Surety Bonds	None
5	Teaming or Joint Venture Agreements	None
6	Design Consulting Agreements / Professional Services Agreements	None
7	Preconstruction Agreements / Letter Agreements / MOUs	None
8	Subcontracts	\$2,500,000
9	Purchase Orders	\$2,500,000
10	Payrolls	None
11	Change Orders / Change Order Requests / Claims / Extensions of Time	\$500,000
12	Settlement Agreements	None
13	Loans, Leases, or other Banking Agreements or Documents	None
14	Request of T&M or Force Account Work	\$100,000
15	Lien Releases or Waivers	\$2,000,000
16	Billings of Invoices to Customers	\$3,000,000
17	Approval of Billings of Invoices to Subcontractor or Vendor	\$2,000,000
18	All Other Documents Necessary for Conducting Corporation Business	\$15,000


Dated this 6<sup>th</sup> day of September, 2024.

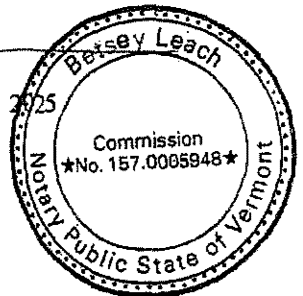
I, Colin Reid, Secretary of PC Construction Company, do hereby certify that the above is in accordance with the terms of a resolution adopted by the Board of Directors of the company on April 29, 2021 which states that the Secretary may delegate this authority through an Authorization Certificate.



  
Colin Reid, Secretary

On this 6<sup>th</sup> day of September, 2024, Colin Reid, Secretary of PC Construction Company, appeared before me and executed the foregoing instrument as the duly authorized agent of the company.

  
Notary Public: Betsey Leach  
My commission expires: January 31, 2025  
Commission No: 157.0005948



# Kimley»Horn

February 07, 2025

Jie "Jane" House, P.E. LEED AP  
Director of Engineering  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd  
West Palm Beach, FL 33413

**RE: Contract for Consulting/Professional Services  
Water Treatment Plant #2 Treatment and Disposal Improvements  
Project No. WUD 17-065 (R2018-1385) and 18-066 (R2022-1373)**

Dear Ms. House,

I, Kevin Schanen, as Senior Vice President of Kimley-Horn and Associates, Inc., certify to Palm Beach County Water Utilities Department that the following individuals have authority to sign various design and/or engineering services during construction related documents, including but not limited to, payment applications, consultant invoices, all OEBO Schedule forms, contractor payment applications, contractor change order requests, project certifications and all similar documents necessary to perform our scope of services for the projects assigned under the above-referenced Contract for Consulting/Professional Services between Palm Beach County and Kimley-Horn and Associates, Inc.

Mark Miller, P.E.  
Lance Littrell, P.E.  
Kaitlin Townsend, P.E.  
Andrea Carpenter, P.E.  
Nick Black, P.E.  
Evan Ghidella, E.I.

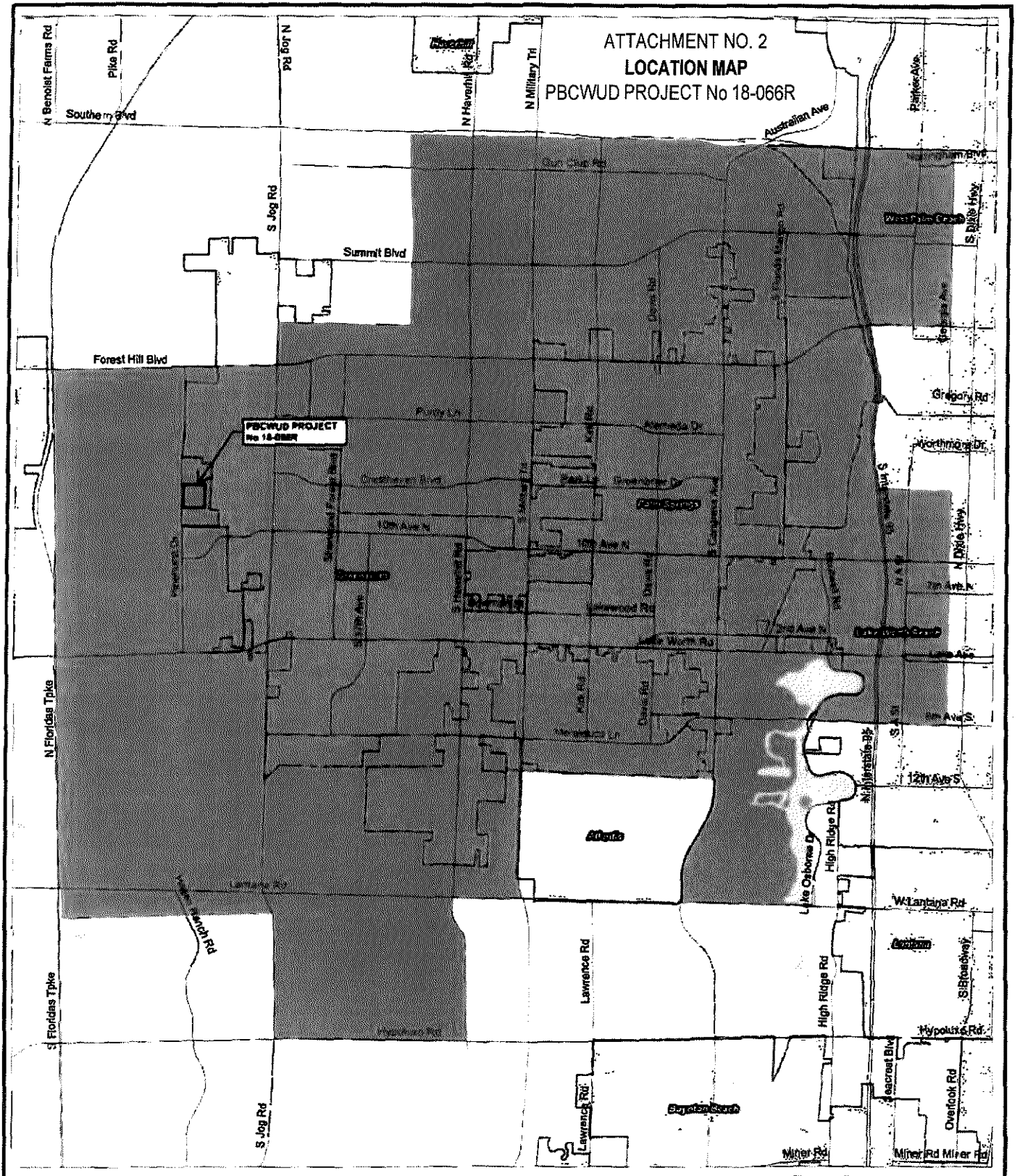
Should you have any questions, please contact me at (561) 840-0820. Thank you.

Very truly yours,



Digitally signed by Kevin M Schanen  
DN: cn=Kevin M Schanen, o=US,  
o=Florida,  
email=Kevin.Schanen@kimley-  
horn.com  
Date: 2025.02.07 16:32:21 -05'00'

Kevin M. Schanen, P.E.  
Senior Vice President



# **PALM BEACH COUNTY COMMISSION DISTRICT 3**



Municipalities



District 3

0 0.2 0.4 0.6



Scale:

"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 18, 2021

ATTACHMENT NO. 3

Print Date 1/27/2025 12:15:01 PM

Page 1 of 1



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
DX00001885	PC Construction Company Dba PCEO, Inc.	Modified	Compliant					18-066R	Water Treatment Plant No. 2 Treatment and Disposal Improvements Design Package1,3,and 4
		A , XV	Starr Indemnity & Liability Company	1000673039251	1/1/2025	1/1/2026	Auto Liability		
		A++g , XV	ACE American Insurance Company	L1120319a001	11/1/2022	5/1/2025	Buliders Risk		
		A , XV	Starr Indemnity & Liability Company	1000026098241	1/1/2025	1/1/2026	General Liabililty		
		A++g , XV	ACE American Insurance Company	I1120319a001	11/1/2022	5/1/2025	Transit Insurance		
		Ar , XV	Starr Specialty Insurance Company	1000005682	1/1/2025	1/1/2026	Workers Comp		

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