

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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

Is Item Included in Current Budget? Yes X(*) No

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

Reporting Category N/A

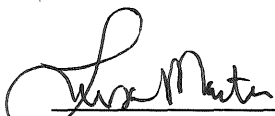
B. Recommended Sources of Funds/Summary of Fiscal Impact:

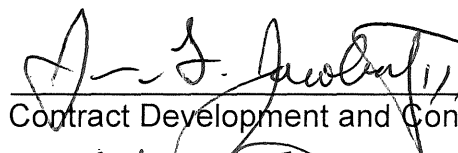
(*) Amounts are not encumbered until Work Authorizations are issued.
The proposed renewal has no fiscal impact.

C. Department Fiscal Review: _____ 

III. REVIEW COMMENTS

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

 1/2/21
OFMB BR 117
20/1/6

 1/13/21
Contract Development and Control
1-12-21 TW

B. Legal Sufficiency:


for M. Jones 1/13/21
Assistant County Attorney

C. Other Department Review:

Department Director

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

**AMENDMENT NO. 1 TO CONTRACT WITH
HINTERLAND GROUP INC.
CONTINUING CONTRACT FOR WASTEWATER
GRAVITY LINES AND MANHOLE
REHABILITATION**

This Amendment No. 1 dated _____ to the Contract (R2019-0216) dated February 5, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Hinterland Group Inc.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

W I T N E S S E T H

WHEREAS, the parties have entered into a Contract under which the CONTRACTOR provided certain professional services to the COUNTY for various projects in accordance with the contract for the:

Continuing Contract For
Wastewater Gravity Lines and Manhole Rehabilitation
Contract No.: WUD 18-069

WHEREAS, the parties hereto desire to renew the Contract for an additional one (1) year period.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth and for such other good and valuable consideration, the receipt of which the parties hereto expressly acknowledge, the parties covenant and agree to the following terms and conditions:

1. The term of this Contract is renewed for one (1) additional year from February 3, 2021 to February 3, 2022 with no more renewal options remaining.
2. The Contract amount of \$5,993,256.00 has not been increased.

3. The following language provision is added into the Contract:

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the CONTRACTOR's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate the Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

If COUNTY terminated this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

4. Except as specifically modified above, the terms and conditions of the Contract are hereby confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Amendment No. 1 on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, FLORIDA A
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

AM By: _____ *JCS*
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

[Signature]
Dr. M. Jones

Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

[Signature]

Jim Stiles, Director
Water Utilities Department

'CONTRACTOR'

By: Hinterland Group Inc.

a Florida corporation
(insert state of corporation)

[Signature]

(witness signature)

Jay Breig
(witness name printed)

By: *[Signature]*
(signatory)

[Signature]

(witness signature)

Chase Rogers
(print signatory's name)

Daniel Duke III
(witness name printed)

By: Project Director
(print title)



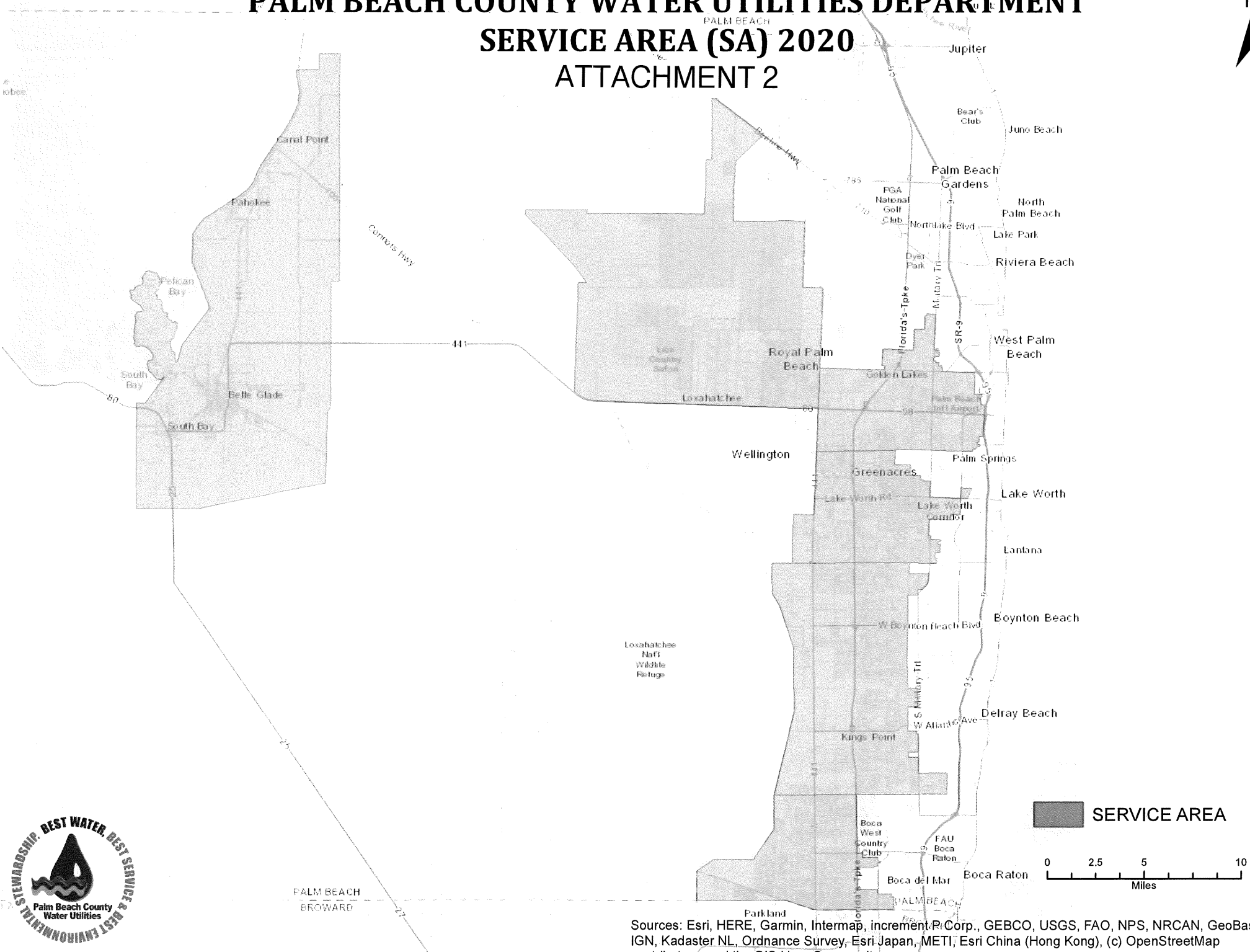
November 30, 2020
(date of execution)

2051 W Blue Heron Blvd
(Contractor's Official Address)

Riviera Beach, FL 33404
(Contractor's City, State, Zip Code)

PALM BEACH COUNTY WATER UTILITIES DEPARTMENT

SERVICE AREA (SA) 2020 ATTACHMENT 2



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

