# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

**Meeting Date:** 

**February 2, 2021** 

Consent [X]

Public Hearing []

Regular []

Department:

**Water Utilities Department** 

### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment No. 1 to the Palm Beach County Water Utilities Department (PBCWUD) Continuing Contract for Wastewater Gravity Lines and Manhole Rehabilitation Contract (Contract) with Hinterland Group, Inc., (Contractor) to renew the Contract for an additional one (1) year period.

**Summary:** On February 5, 2019, the Board of County Commissioners (BCC) approved the PBCWUD Contract (R2019-0216) with Contractor. The Contract provides for the repair and rehabilitation of wastewater gravity pipe lines and manholes where timing is critical. The Contract award is for the unit bid prices received, and the Contract does not guarantee nor authorize Contractor to perform any work. The Contract included a 24-month term with the option of one (1) 12-month renewal at the discretion of the County.

Amendment No. 1 exercises the option for a one (1) year renewal through February 3, 2022. The Contract will provide the necessary time extension to expedite utility capital improvement projects and any emergency projects for the repair and rehabilitation of the wastewater gravity system throughout PBCWUD's service area. This amendment to the Contract constitutes the final one (1) year renewal and does not involve any cost increase to the Contract amount.

This Contract was procured under the requirements of the 2002 Small Business Enterprise (SBE) Ordinance (R2002-0064) prior to the adoption of the new Equal Business Opportunity Ordinance on October 16, 2018. The SBE participation goal established under the 2002 SBE Ordinance was 15% overall participation. The Contract provides for 91.845% SBE participation. The cumulative SBE participation including Amendment No. 1 is 100%. PBCWUD staff coordinated with the Office of Equal Business Opportunity to confirm that the proposed renewal was consistent with the principles of the Equal Business Opportunity Ordinance. Contractor is a Palm Beach County based company. The Contract is included in the PBCWUD FY 21 Budget. (PBCWUD Project No. 18-069) Countywide (MJ)

**Background and Justification:** There is a need to reduce inflow and infiltration to PBCWUD's wastewater gravity system and rehabilitate existing aging collection system infrastructure. The Contract will reduce the time needed to undertake the rehabilitation of infrastructure necessary to complete required utility repairs and improvements. This rehabilitation of existing collection system infrastructure will improve the service level and extend system reliability.

### **Attachments:**

- 1. Three (3) Originals of Amendment No. 1
- 2. Location Map
- 3. Certificate of Liability Insurance

Recommended By:	Vim Steles	1-6-2021		
•	○ Department Director	Date		
Approved By:	All J. Shu	1/14/21		
	Assistant County Administrator	Date		

### II. FISCAL IMPACT ANALYSIS

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

Tive real Sulfillary of Fiscar Impact.								
Fiscal Years	2021	2022	2023	2024	2025			
Capital Expenditures Operating Costs External Revenues Program Income (County In-Kind Match County	0 0 0 0 0	<u>0</u> 0 0 0	00000	<u>O</u> <u>O</u> <u>O</u> <u>O</u>	<u>O</u> <u>O</u> <u>O</u> <u>O</u> <u>O</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 <u>N/A</u>								
B. Recommended Sources of Funds/Summary of Fiscal Impact:								
(*) Amounts are not encumbered until Work Authorizations are issued.								

III.	<b>REVIEW</b>	<b>COMMENTS</b>

A.	OFMB Fisca	l and/or (	Contract D	evelopment)	t and Cont	rol Comments:
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B. Legal Sufficiency:

C.

Assistant County Attorney

The proposed renewal has no fiscal impact.

Department Fiscal Review:

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.

### WITNESSETH

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:

- 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.

The following language provision is added into the Contract:

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statues, 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 Statues, 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 Statues, as may be amended.

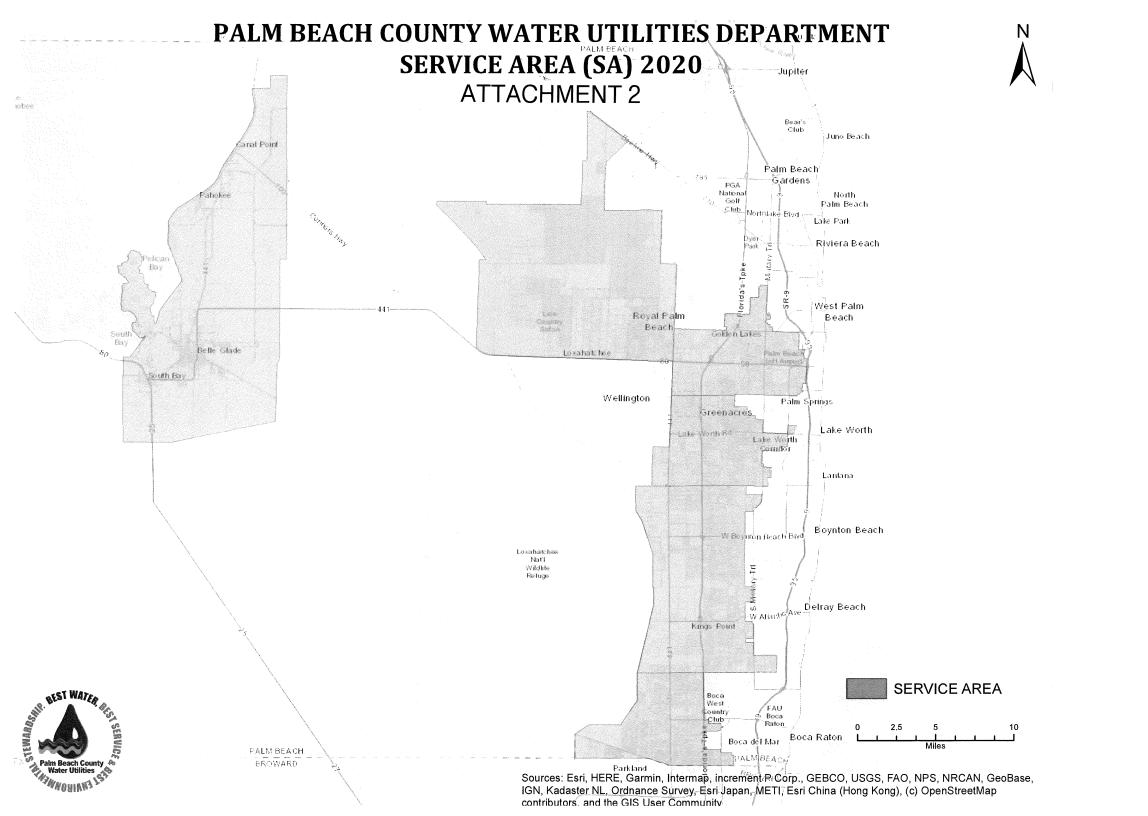
If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), Florida Statues, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor.

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.

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	PALM BEACH COUNTY, FLORIDA A Political Subdivision of the State of Florida
& COMPTROLLER	BOARD OF COUNTY COMMISSIONERS
	By: JCJ
	Dave Kerner, Mayor
APPROVED AS TO FORM AND LEGAL	APPROVED AS TO TERMS AND
SUFFICIENCY	CONDITIONS
for M. Jours	Jim Stiles
Assistant County Attorney	Jim Stiles, Director Water Utilities Department
	·
	'CONTRACTOR'
	By: Hinterland Group Inc.
113/	
<u> </u>	a Florida corporation
(witness signature)	(insert state of corporation)
In Duning	
<u>Jay Breig</u> (witness name printed)	By:(signatory)
` / /	
i///	Chase Rogers
(witness signature)	(print signatory's name)
Daniel Duke III	By: Project Director
(witness name printed)	(print title)
	Navioushou 20
(Corporate Deal) RAZE S	November 30, 2020 (date of execution)
SEAL SI	,
June 26,	2051 W Blue Heron Blvd
THE CORIDA HERE	(Contractor's Official Address)
June 26, 2006  **CORIDA  *	
	Riviera Beach, FL 33404
	(Contractor's City, State, Zip Code)



## **ATTACHMENT 3**



### CERTIFICATE OF LIABILITY INSURANCE

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jennie Lanman		
South Shore Insurance Inc.	PHONE (A/C, No, Ext): (772) 426-9973 FAX (A/C, No): (772) 8	72-5870	
955 SE Central Parkway	E-MAIL Jennie@southshore-insurance.com		
Stuart FL 34994	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: Zurich American Insurance Company	16535	
INSURED	INSURER B: Travelers Property Casualty Company of Amer	25674	
Hinterland Group Inc.	INSURER C: American Guarantee & Liability Insurance Co. 26247		
2051 West Blue Heron Blvd	INSURER D:		
Ríviera Beach, FL 33404	INSURER E:		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER:	DEVISION NI IMPED		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSF LTR		ADDL	SUBR			POLICY EXP (MM/DD/YYYY)	LIMIT	S
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED	\$1,000,000
Α	CLAIMS-MADE X OCCUR						PREMISES (Ea occurrence)	\$ 300,000
	X XCU Coverage Included	х	х	GLO-4956332	01/31/2020	01/31/2021	MED EXP (Any one person)	\$ 5,000
	X Primary/Non Contributory	Ì					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY X PRO-	ļ					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
Α	X ANY AUTO	x	x	BAP-4956334	01/31/2020		BODILY INJURY (Per person)	\$
	ALL OWNED SCHEDULED AUTOS					01/31/2021	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 5,000,000
В	EXCESS LIAB CLAIMS-MADE			ZUP81N2525920NF	01/31/2020	01/31/2021	AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER OTH-	
٦	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$ 1,000,000
C	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A	Х	WC-4956333	01/31/2020	01/31/2021	E.L. DISEASE - EA EMPLOYEE	s 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
							Installation Floater	\$2,000,000
А	Inland Marine			CPP- 6674260-00	01/31/2020	01/31/2021	Rented/Leased Equi	\$500,000

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

contract for wastewater gravity lines and manhole rehabilitation # WUD 18-069

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
C/O Insurance Tracking Services	AUTHORIZED REPRESENTATIVE SI CCS>
P O Box 20270 Long Beach, CA 90801	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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