

CONTRACT FOR UTILITY CONSTRUCTION AND REPAIR SERVICES

This Contract is made as of the _____ day of _____, 2025, by and between the Town of Highland Beach, a Florida municipal corporation ("Town") with a mailing address of 3614 South Ocean Boulevard, Highland Beach, FL 33487 and Hinterland Group, Inc., a Florida corporation ("Contractor"), with a mailing address of 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404.

RECITALS

WHEREAS, in accordance with the Town's Code of Ordinances, the Town wishes to obtain utility construction and repair services from Contractor pursuant to an Invitation to Bid issued by the Loxahatchee River Environmental Control District (ITB No. 24-001-00131), Contractor's Bid Response, and the resulting Notice of Award issued to Contractor (collectively "District Contract"); and

WHEREAS, Contractor warrants that it is experienced and capable of performing the required services in a professional and competent manner, and the Town desires to accept Contractor's pricing by piggybacking the District Contract, including all terms, conditions and pricing therein; and

WHEREAS, the Town determines that the execution of this Contract serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Contract, the Town's Purchase Order (if any) and the District Contract, and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, the Town and Contractor agree as follows:

SECTION 1. SERVICES; TERM

A. Contractor shall provide the Town the materials services set forth in the District Contract upon request from the Town on an as-needed basis. A copy of the District Contract is attached hereto as Exhibit "A" and incorporated herein by reference. This Contract does not guarantee that the Town will utilize Contractor for any services identified therein.

B. The term of this Contract shall commence on the date set forth above and shall expire on October 16, 2025 or the expiration date of the District Contract if the term is extended, unless terminated earlier in accordance with Section 7 below.

SECTION 2. COMPENSATION; WORK ORDERS; PAYMENT

A. The Town shall compensate Contractor in accordance with the unit prices set forth in the District Contract. The total compensation paid to Contractor by the Town pursuant to this Contract shall not exceed One Hundred Thousand Dollars (\$100,000) during any single fiscal year.

B. When the Town identifies a need for Contractor's services, the Town will request a proposal from the Contractor that will be incorporated into a Work Order. Contractor shall not proceed with any services until the Town issues a written Work Order to Contractor.

C. All requests for payments from Contractor shall be processed in accordance with the Florida Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

SECTION 3. INDEMNIFICATION; INSURANCE

A. Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees arising out of or related to the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons utilized or employed by Contractor in the performance of this Contract. The Town agrees to be responsible for the negligent and wrongful acts or omissions of its employees while acting within the scope of the employee's office or employment as provided for in section 768.28, Florida Statutes. The Town shall not be required to indemnify, defend, or hold the Contractor harmless. Nothing contained herein shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract. This paragraph shall replace any conflicting language in the District Contract.

B. The Contractor shall comply with the insurance requirements set forth in the District Contract and, where applicable, shall name the Town of Highland Beach as an "Additional Insured."

SECTION 4. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

The contract between the parties consists of the following documents: this Contract; the Town's Purchase Order (if any); and the District Contract (consisting of the Invitation to Bid No. 24-001-00131, the Contractor's Bid Response, the Notice of Award issued by the Loxahatchee River Environmental Control District. To the extent that there exists a conflict between this Contract and the remaining Contract documents, the terms, conditions, covenants, and/or provisions of the following documents shall prevail in the following order: (1) this Contract, (2) Town Purchase Order, and (3) District Contract. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 5. PALM BEACH COUNTY IG; PUBLIC ENTITY CRIMES; COERCION FOR LABOR AND SERVICES

A. In accordance with Palm Beach County Ordinance No. 2011-009, this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County Ordinance No. 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

B. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract, Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted Contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

C. The Contractor, by signing this Contract as set forth below, attests, under penalty of perjury, that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

SECTION 6. APPROPRIATION OF FUNDS; TAXES

A. Nothing herein shall constitute a pledge by the Town of the full faith and credit of the Town, nor does the Town pledge any ad valorem taxes or other monies other than monies lawfully appropriated by the Town Commission from time to time. If in any given year, the Town's governing body fails to

appropriate funds to make the payments under this Contract, such Contract will terminate without any penalty to the Town. Upon termination, the Contractor shall be paid through the date of termination.

B. The Town is exempt from payment of Florida State Sales and Use Tax. The Town shall provide proof of tax exemption upon request.

SECTION 7. TERMINATION

A. This Contract may be terminated by either party, for any reason, by providing thirty (30) days' prior written notice to the other party.

B. In the event of termination, any liability of one party to the other arising out of any of the services rendered or for any act or event occurring prior to termination, shall not be terminated or released.

C. In the event of termination by the Town, the Town's sole obligation to Contractor shall be payment for services satisfactorily completed and previously authorized by the Town prior to the date of termination.

SECTION 8. NOTICE

A. Any notice required to be given under this Contract shall be hand-delivered, sent by certified mail (return receipt requested) or transmitted by a nationally recognized overnight courier service.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses:

All notices to Contractor shall be sent to:

Hinterland Group, Inc.
Attn: Daniel Duke III, President
2051 West Blue Heron Boulevard
Riviera Beach, FL 33404

All notices to the Town shall be sent to:

Town of Highland Beach
Attn: Marshall Labadie, Town Manager
3614 South Ocean Boulevard
Highland Beach, FL 33487

SECTION 9. LAW, VENUE, REMEDIES, ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL

A. The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held exclusively in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

SECTION 10. SURVIVAL; WAIVER; SEVERABILITY; TIME

A. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

B. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

C. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract shall be deemed valid and enforceable to the extent permitted by law.

D. Time is of the essence with respect to all of Contractor's obligations, duties, and responsibilities under this Contract. Notwithstanding the foregoing, Contractor will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of the Town.

SECTION 11. SCRUTINIZED COMPANIES

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

B. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract.

C. Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of the Contract, including any and all renewals.

D. Contractor agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Contractor shall immediately notify the Town of the same.

E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 12. E-VERIFY

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
- F. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

SECTION 13. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all services under the Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the services performed pursuant to the Contract shall at all times, and in all places, be an employee of Contractor and shall have no claim under the Contract for compensation of any kind from the Town under the Contract or otherwise. Contractor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract on behalf of Contractor including, but not limited to, all wages, benefits and payroll taxes.

SECTION 14. ACCESS AND AUDITS

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work/services herein for at least three (3) years after completion of the Contract. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15. PUBLIC RECORDS LAW

Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the Town to perform the services.
- B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract following completion of the Contract if the Contractor does not transfer the records to the Town.

D. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, LGASKINS@HIGHLANDBEACH.US, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.

SECTION 16. SUCCESSORS AND ASSIGNS; THIRD-PARTY BENEFICIARIES

A. The Town and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Contractor may not assign this Contract without the prior written approval of the Town which may be unreasonably withheld.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either party.

SECTION 17. ENTIRETY OF CONTRACTUAL AGREEMENT; COUNTERPARTS

A. The Town and Contractor agree that the Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

B. This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution of this document by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year set forth above.

TOWN OF HIGHLAND BEACH

By: _____
Natasha Moore, Mayor

Attest:

Approved as to form and legal sufficiency:

Lanelda Gaskins, MMC, Town Clerk

Leonard G. Rubin, Town Attorney



CONTRACTOR:

HINTERLAND GROUP, INC.

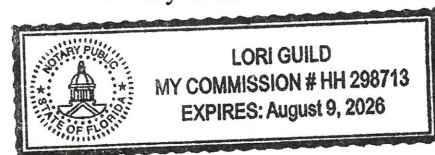
By: _____
Name: Chase Rogers
Title: Chief Operating Officer

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 27 day of May, 2025, by Chase Rogers, as Chief Operating Officer of Hinterland Group, Inc. and who is personally known to me or who has produced the following as identification: N/A, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Hinterland Group, Inc. to the same.

Print Name: Lori Guild
My commission expires: 08/09/2026

Notary Seal:





MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

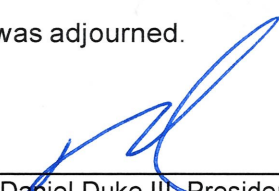
Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,
Riviera Beach, Florida 33404 on this 20 day of JANUARY, 2025.

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

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers, Julie Gwinner, and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

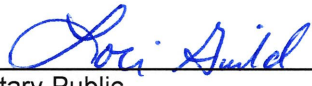
Dated: JANUARY 20, 2025


Daniel Duke III, President
Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2025
by DANIEL DUKE III.


Notary Public

Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

