



Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

(561) 640-3503 - Phone

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0030-12

ADDRESS

Town of Highland Beach
Pat Roman
proman@highlandbeach.us

DATE: 7/1/2022

JOB NAME: Lift Station #2 Rehab

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #1 - Site Mobilization/Demobilization	1	LS	\$ 5,000.00	\$ 5,000.00
Line Item #3 - Maintenance of Traffic	1	LS	\$ 3,500.00	\$ 3,500.00
Line Item #54 - Remove and Replace Concrete Driveway	40	SF	\$ 8.00	\$ 320.00
Line Item #68 - 6" Valve	5	EA	\$ 2,200.00	\$ 11,000.00
Line Item #71 - Sewer Flow Bypass Pumping	2	LS	\$ 2,500.00	\$ 5,000.00
Line Item #72 - Remove Existing Sewer Pipe	65	LF	\$ 12.00	\$ 780.00
Line Item #73 - Install Sewer Pipe	65	LF	\$ 240.00	\$ 15,600.00
Line Item #76 - DIP FM Fittings	1	TON	\$ 8,500.00	\$ 8,500.00
6" Pump Bases, Base Plates and Upper Guide Rail Brackets	2	EA	\$ 6,100.00	\$ 12,200.00
Core Drilling	6	EA	\$ 500.00	\$ 3,000.00
Vacuum Truck (6 hr min.)	6	HR	\$ 300.00	\$ 1,800.00

TOTAL \$ 66,700.00

Notes:

1. Proposal assumes pipe replacement for bases, riser pipes, Thru Pipe, all new valves and fittings through valve vault to first fitting outside Vault
2. Proposal includes Bypass pumping for 2 week.
3. No coating is included
4. All piping to DIP

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Accepted By: _____

Accepted Date: _____

CONTRACT FOR UNDERGROUND CONTRACTOR SERVICES

THIS CONTRACT ("Contract") is made this 5th day of May, 2020, by and between the **Town of Highland Beach**, a Florida municipal corporation ("TOWN") and **Hinterland Group, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

WHEREAS, the TOWN is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the TOWN is in need of a contractor to provide labor services, materials, and equipment for the routine and emergency water and sewer distribution system and collection system, and issued an Invitation to Bid, through RFP/ITB #20-003 ("ITB") regarding the same; and

WHEREAS, the CONTRACTOR submitted a response and the TOWN desires to accept the CONTRACTOR's response to allow the CONTRACTOR to render the goods and services to the TOWN as provided herein; and

WHEREAS, the CONTRACTOR warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the TOWN finds awarding the ITB to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between the CONTRACTOR and the TOWN as follows:

Article 1. DEFINITIONS.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the CONTRACTOR and the TOWN. The Contract Documents consist of this Contract; the TOWN's ITB, and the CONTRACTOR's response to the ITB; and, the plans, specifications and drawings provided by the TOWN to the CONTRACTOR, if applicable. If, during the performance of the work, the CONTRACTOR finds an ambiguity, error or discrepancy in the Contract Documents, the CONTRACTOR shall so notify the TOWN, in writing, within three (3) business days, and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the CONTRACTOR. The TOWN will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to CONTRACTOR's request for clarification of an ambiguity, discrepancy or error. Notwithstanding any other statement to the contrary in this Contract, to the extent that there exists a conflict between any of the terms and conditions of the Contract Documents, the terms and condition of this Contract shall be given first priority, then the ITB, and then CONTRACTOR's response. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

- 1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission, as appropriate.
- 1.3 Contract Price. Work authorized by the Town shall not exceed **\$349,999.00** (THREE HUNDRED FORTY NINE THOUSAND, NINE HUNDRED NINETY NINE DOLLARS) for a single project or group of smaller related projects, which shall be payable in accordance with paragraph 3 of this Contract, and according to the CONTRACTOR's "Schedule of Bid Prices" attached as **Exhibit "A."** The Town Manager is authorized to approve Change Orders to the Scope of Work and the Contract Price for additional work up to, but not exceeding, the amount budgeted and authorized by the Town Commission. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Emergency work can be authorized in excess of the aforementioned mentioned by Town Manager approval granted pursuant to Town Charter and/or ordinance.

Article 2. SCOPE OF WORK.

- 2.1 The Scope of Work includes providing labor, materials, and equipment for the routine and emergency water and sewer distribution system and collection system as issued in the ITB (the "Scope of Work"). The Scope of Work will be initiated by task orders.
- 2.2 The CONTRACTOR represents to the TOWN that the services rendered in the Scope of Work shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.
- 2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Contract. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.
- 2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors), while on the TOWN's premises, shall comply with all TOWN requirements governing safety, conduct and security.
- 2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents.

Article 3. TERM.

- 3.1 The term of this Contract shall commence on the date it is executed by the TOWN and shall be in effect for three (3) years, unless earlier terminated in accordance with the terms and conditions of this Contract.
- 3.2 Neither party shall be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the party and without their fault

or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable permitting delays and abnormally severe and unusual weather conditions.

- 3.3 Notwithstanding the foregoing, the CONTRACTOR shall not be entitled to an increase in the agreed to compensation in this Contract or payment or compensation of any kind from the TOWN for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. The CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

Article 4. COMPENSATION AND METHOD OF PAYMENT.

- 4.1 The TOWN agrees to compensate the CONTRACTOR in accordance with **Exhibit "A"** as provided for in the Contract Documents. The total and cumulative amount of this Contract shall not exceed the Contract Price. CONTRACTOR shall invoice the TOWN for each payment to be paid by the TOWN. The Contract Administrator will review each invoice submitted by the CONTRACTOR. If approved by the Contract Administrator, the TOWN will make payment in accordance with the Contract Documents. If not approved, the TOWN will notify the CONTRACTOR within ten (10) business days of the TOWN's receipt and identify the action necessary to correct the invoice or a deficiency. All invoices will be paid in accordance with Florida Statutes.
- 4.2 Payment to the CONTRACTOR shall be made pursuant to Florida's Prompt Payment Act (for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, for each task order, the TOWN will withhold ten percent (10%) of each payment to the CONTRACTOR as retainage until fifty percent (50%) of the Contract Price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the Contract Price to the CONTRACTOR, the TOWN will withhold only five percent (5%) of each payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, the Contract Administrator may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).
- 4.3 Upon final completion and acceptance of the work in accordance with the Contract Documents (including completion of all punch-list items) and final inspection by the appropriate agency with jurisdiction over the work (if applicable), the CONTRACTOR shall submit a "final invoice" to the TOWN. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the TOWN, upon the termination of this Contract. This certifies that all goods and services have been properly performed and all charges have been invoiced to the TOWN. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR.
- 4.4 Notwithstanding the foregoing, the TOWN shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the TOWN.
- 4.5 Final payment shall not become due until the CONTRACTOR and all of its subcontractors

submit to the TOWN releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.

- 4.6 Acceptance of final payment by the CONTRACTOR or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice, and third-party claims for personal injury (including bodily harm and death) which may be asserted after the date of acceptance of final payment.

Article 5. INDEMNIFICATION.

- 5.1 To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the TOWN, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Contract. CONTRACTOR shall not be responsible for or be required to indemnify the TOWN for the TOWN's own negligent acts or omissions or those of its officers or employees.
- 5.2 The CONTRACTOR's liability hereunder shall include all reasonable attorney's fees and costs incurred by the TOWN in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the TOWN, its officers or employees and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.
- 5.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the TOWN may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the TOWN to indemnify the CONTRACTOR for any purpose or matter.

Article 6. INSURANCE.

- 6.1 Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the TOWN. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Town of Highland Beach" as an "Additional Insured", and the CONTRACTOR shall provide additional insured endorsements section of Certificates of Insurance.
- 6.2 The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence

(\$2,000,000 aggregate) to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

6.3 The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

6.4 The CONTRACTOR shall maintain, during the life of this Contract, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

Article 7. FEDERAL AND STATE TAX.

7.1 The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN's Tax Exemption Number in securing such materials.

Article 8. DISPUTE RESOLUTION, LAW, VENUE, ATTORNEY'S FEES AND REMEDIES

8.1 All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. 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 THIS CONTRACT. FURTHER, EXCEPT AS PROVIDED IN SECTION 5.1 OF THE CONTRACT, EACH PARTY HEREBY AGREES THAT AT ALL TIMES AND IN ALL DISPUTES RELATED TO OR ARISING OUT OF THE CONTRACT THAT EACH PARTY SHALL BE RESPONSIBLE FOR THEIR OWN ATTORNEYS' FEES.

8.2 This 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 in Palm Beach County. 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.

Article 9. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

9.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the TOWN.

All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

- 9.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

Article 10. NOTICES.

- 10.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the TOWN or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided.

All notices, demands or requests from the CONTRACTOR to the TOWN shall be given to the TOWN address as follows:

Marshall Labadie, Town Manager
Town of Highland Beach
3616 South Ocean Blvd.
Highland Beach, Florida 33487

All notices, demands or requests from the TOWN to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

2051 West Blue Heron Boulevard
Riviera Beach, FL 33404

Article 11. PROTECTION OF PROPERTY.

- 11.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the TOWN or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The TOWN may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The TOWN will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

Article 12. AUTHORITY TO CONDUCT BUSINESS.

- 12.1 The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services under

this Contract, and that it will at all times conduct its business and provide the services under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the TOWN upon request.

Article 13. PUBLIC ENTITY CRIMES.

13.1 The CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-contractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The CONTRACTOR will advise the TOWN immediately if it becomes aware of any violation of this statute.

Article 14. PUBLIC RECORDS.

14.1 The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, 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 service.
- 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 this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the TOWN.
- D. Upon completion of this Contract, transfer, at no cost, to the TOWN all public records in possession of the CONTRACTOR or keep and maintain public records required by the TOWN to perform the service. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS CONTRACT, 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.

Article 15. TERMINATION FOR DEFAULT; CONVENIENCE.

15.1 Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:

15.1.1. The filing of a lien by the CONTRACTOR, sub-contractor or third tier sub-contractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the TOWN which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

15.1.2. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

15.1.3. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

15.1.4. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services under this Contract on schedule as agreed to by CONTRACTOR in this Contract.

15.2 The CONTRACTOR shall provide written notice to the TOWN of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

15.3 If the CONTRACTOR fails to timely perform the Scope of Work or has failed in any other respect to satisfactorily perform in accordance with this Contract; or, is in material breach of a term or condition of this Contract, the Contract Administrator may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Contract Administrator, the TOWN may take such action to remedy the default and all expenses

related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the TOWN may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Contract Administrator, the TOWN may elect to terminate this Contract. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Contract under this paragraph.

15.4 Notwithstanding paragraph 15.3, the TOWN reserves the right to terminate this Contract, with or without cause, in the TOWN's sole discretion, upon thirty (30) days written notice to CONTRACTOR. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Contract under this paragraph.

Article 16. ACKNOWLEDGEMENT OF INSPECTOR GENERAL AUTHORITY.

16.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County Ordinance 2011-009 and is aware of its rights and/or obligations under such ordinance.

Article 17. NO SECURITY INTEREST GRANTED.

17.1 Nothing in this Contract shall be construed as a grant by the TOWN of a security interest in the any associated materials or equipment which may be provided under this Contract. The TOWN shall not be required to complete any forms or financing statements which would grant or imply a grant of such a security interest. No collateral or security interest is provided under this Contract by the TOWN and the CONTRACTOR shall have no rights to or set off against any property, monies, stocks, bonds, certificate of deposits, accounts or other security of the TOWN. Further, nothing in this Contract shall be construed as a pledge of the TOWN's taxing powers or a pledge of taxes.

Article 18. SCRUTINIZED COMPANIES.

18.1 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 this Contract at its sole option if CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if 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 this Contract.

18.2 If this Contract is for one million dollars or more, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in

business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the TOWN may immediately terminate this 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 with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

18.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

18.4 The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this Contract, including any and all amendments and renewals.

18.5 The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the TOWN of the same.

18.6 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.

Article 19. MISCELLANEOUS.

19.1 If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this 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 this Contract shall be deemed valid and enforceable to the extent permitted by law.

19.2 The TOWN and the CONTRACTOR agree that this Contract sets forth the entire agreement 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 this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

19.3 The CONTRACTOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one year following completion of the services or as otherwise provided by the manufacturer, whichever is longer.

19.4 The CONTRACTOR shall permit the TOWN, or any authorized representatives of the TOWN, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.

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

19.6 This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

19.7 This Contract shall not become binding and effective until approved and executed by the TOWN.

19.8 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.

19.9 This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

19.10 Time is of the essence in all respects under this Contract.

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SIGNATURE PAGE FOLLOWS**

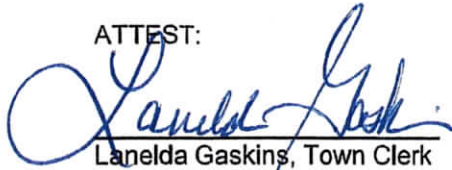
IN WITNESS WHEREOF, the TOWN and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____

Mayor

ATTEST:


Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:


Glen Torcivia, Town Attorney
/phr

HINTERLAND GROUP, INC.

By: _____


Print Name: Chase Rogers

Title: Project Director



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of May, 2020, by Chase Rogers, who was physically present, as Project Director (title), of Hinterland Group, Inc., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

 Mayra C. Aguiar
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG125233
Expires 11/12/2021

Notary Public

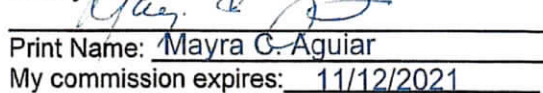

Print Name: Mayra C. Aguiar
My commission expires: 11/12/2021

EXHIBIT A

SCHEDULE OF BID PRICES – BID NO. 20,003

TO: TOWN OF HIGHLAND BEACH

(Please fill in all blanks and return with your proposal.)

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

All Quantities Estimated and not Guaranteed.

ITEM NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (in words)	UNIT PRICE	EXTENDED TOTAL PRICE
GENERAL CONDITIONS: *ALL GENERAL CONDITIONS ITEMS (#1 - #8) TO BE INCLUDED IN THE UNIT BID PRICES LISTED BELOW.						
*1	Site Mobilization /Demobilization	LS	1	Five Thousand <u>Dollars</u> Zero <u>Cents</u>	\$ 5,000.00	\$ 5,000.00
*1A	Emergency Work Site Mobilization /Demobilization	LS	1	Seven Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 7,500.00	\$ 7,500.00
*2	Bonds and Insurance	LS	1	Five Thousand <u>Dollars</u> Zero <u>Cents</u>	\$ 5,000.00	\$ 5,000.00
*3	Maintenance of Traffic	LS	1	Three Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 3,500.00	\$ 3,500.00
*4	Trench Safety and Special Shoring	LS	1	One Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 1,500.00	\$ 1,500.00
*5	Preconstruction Video of Project Site	LS	1	One Thousand <u>Dollars</u> Zero <u>Cents</u>	\$ 1,000.00	\$ 1,000.00

*6	Survey Layout and As-Built Record Drawings	<u>LS</u>	<u>1</u>	Four Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 4,500.00	\$ 4,500.00
*7	NPDES Permit/Erosion Protection Measures	<u>LS</u>	<u>1</u>	One Thousand Five Hundred <u>Dollars</u> Zero <u>Cents</u>	\$ 1,500.00	\$ 1,500.00
*7A	<u>Permit Fee Allowance</u>	<u>LS</u>	<u>1</u>	<u>Ten-Thousand</u> <u>Dollars</u> <u>Zero</u> <u>Cents</u>	\$ 10,000.00	\$ 10,000.00
*8	Indemnification	<u>LS</u>	<u>1</u>	<u>Ten</u> <u>Dollars</u> <u>Zero</u> <u>Cents</u>	\$ 10.00	\$ 10.00
WATER SYSTEM						
9	8" PVC C-900 (DR-18) Pipe (Push-On)	LF	200	Forty Five <u>Dollars</u> Zero <u>Cents</u>	\$ 45.00	\$ 9,000.00
10	8" PVC C-900 (DR 18) Pipe (RJ)	LF	200	Fifty Six <u>Dollars</u> Zero <u>Cents</u>	\$ 56.00	\$ 11,200.00
11	8" DIP CL 52 (Flanged & MJ) Pipe	LF	100	Fifty Four <u>Dollars</u> Zero <u>Cents</u>	\$ 54.00	\$ 5,400.00
12	2" PVC Schedule 80 WM Pipe (Solvent Welded)	LF	50	Twenty Two <u>Dollars</u> Zero <u>Cents</u>	\$ 22.00	\$ 1,100.00
13	Abandon In-Place and Grout Existing 4" - 14" WM, Incl. Caps.	LF	500	Fourteen <u>Dollars</u> Zero <u>Cents</u>	\$ 14.00	\$ 7,000.00

14	Remove Existing 4" - 14" WM	LF	100	Twelve Dollars Zero Cents	\$ 12.00	\$ 1,200.00
15	Fire Hydrant Assembly Including Valves and 8X6 Tees	EA	5	Five Thousand Six Hundred Dollars Zero Cents	\$ 5,600.00	\$ 28,000.00
16	Remove Existing Fire Hydrant	EA	5	One Thousand Five Hundred Dollars Zero Cents	\$ 1,500.00	\$ 7,500.00
17	4" Gate Valve and Box	EA	4	One Thousand Three Hundred Twenty Dollars Zero Cents	\$ 1,320.00	\$ 5,280.00
18	6" Gate Valve and Box	EA	4	One Thousand Four Hundred Forty Dollars Zero Cents	\$ 1,440.00	\$ 5,760.00
19	8" Gate Valve and Box	EA	4	Two Thousand One Hundred Sixty Dollars Zero Cents	\$ 2,160.00	\$ 8,640.00
20	10" Gate Valve and Box	EA	2	Two Thousand Seven Hundred Sixty Dollars Zero Cents	\$ 2,760.00	\$ 5,520.00
21	14" Gate Valve and Box	EA	2	Nine Thousand Eight Hundred Forty Dollars Zero Cents	\$ 9,840.00	\$ 19,680.00
22	14" x 8" Tapping Sleeve and 8" Tapping Gate Valve	EA	2	Seven Thousand Eight Hundred Dollars Zero Cents	\$ 7,800.00	\$ 15,600.00
23	10" x 8" Tapping Sleeve and 8" Tapping Gate Valve	EA	2	Seven Thousand Six Hundred Dollars Zero Cents	\$ 7,600.00	\$ 15,200.00

24	8" x 6" Tapping Sleeve and 6" Tapping Gate Valve	EA	2	Five Thousand Four Hundred Dollars Dollars and No Cents Cents	\$ 5,400.00	\$ 10,800.00
25	6" x 4" Tapping Sleeve and 4" Tapping Gate Valve	EA	2	Five Thousand Two Hundred Dollars Dollars and No Cents Cents	\$ 5,200.00	\$ 10,400.00
26	4" - 8" Linestop	EA	5	Six Thousand Dollars Dollars and No Cents Cents	\$ 6,000.00	\$ 30,000.00
27	10" - 14" Linestop	EA	2	Twelve Thousand Dollars Zero Cents	\$ 12,000.00	\$ 24,000.00
28	4" - 8" Insertion Valve	EA	2	Thirteen Thousand Dollars Zero Cents	\$ 13,000.00	\$ 26,000.00
29	10" - 14" Insertion Valve	EA	2	Forty Thousand Dollars Zero Cents	\$ 40,000.00	\$ 80,000.00
30	DIP Domestic Fittings (cement lined)	TONS	2	Eight Thousand Five Hundred Dollars Zero Cents	\$ 8,500.00	\$ 17,000.00
31	2" Single WS (short) - connect to existing meter box	EA	10	One Thousand Eight Hundred Dollars Zero Cents	\$ 1,800.00	\$ 18,000.00
32	2" Single WS (long) - connect to existing meter box	EA	10	Two Thousand Four Hundred Dollars Zero Cents	\$ 2,400.00	\$ 24,000.00
33	Relocate existing meter box inside of ROW	EA	8	Eight Hundred Dollars Zero Cents	\$ 800.00	\$ 6,400.00

34	Replace Existing Water Meter Box w/ New Water Meter Box	EA	8	One Thousand Two Hundred Dollars Zero Cents	\$ 1,200.00	\$ 9,600.00
35	2" Single Meter Service (meter box, 2" meter, piping)	EA	3	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 7,500.00
36	2" SCH 40 Single Irrigation Service Pipe	LF	30	Fifteen Dollars Zero Cents	\$ 15.00	\$ 450.00
37	4" Single Meter Service (4" meter, iso-valve, flg piping & fittings)	EA	10	Eight Thousand Five Hundred Dollars Zero Cents	\$ 8,500.00	\$ 85,000.00
38	2" Backflow Device (RPZ type)	EA	1	Two Thousand Four Hundred Dollars Zero Cents	\$ 2,400.00	\$ 2,400.00
39	Dual 3" Backflow Assembly (RPZ type)	EA	1	Six Thousand Five Hundred Dollars Zero Cents	\$ 6,500.00	\$ 6,500.00

40	2" Corp Stop with 4" Double Strap Tapping Saddle	EA	1	One Thousand Eight Hundred Dollars Zero Cents	\$ 1,800.00	\$ 1,800.00
41	Shutdown Connection to Existing 4" - 14" WM	EA	5	Three Thousand Four Hundred Dollars Zero Cents	\$ 3,400.00	\$ 17,000.00
42	Connect New 2" Water Service To Existing 1-1/2" Fire Line	EA	1	Two Thousand Dollars Zero Cents	\$ 2,000.00	\$ 2,000.00
43	Remove Existing WM Vault	EA	2	Eight Hundred Dollars Zero Cents	\$ 800.00	\$ 1,600.00
44	Remove Existing BFP	EA	4	Eight Hundred Dollars Zero Cents	\$ 800.00	\$ 3,200.00
45	Remove Existing Valve Box (4'x4' conc.)	EA	2	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 5,000.00
46	Temporary Sample Point	EA	3	One Thousand Dollars Zero Cents	\$ 1,000.00	\$ 3,000.00
47	Remove & Replace Tree within ROW	EA	2	One Thousand Five Hundred Dollars Zero Cents	\$ 1,500.00	\$ 3,000.00
48	Open Cut Pavement Repair	LF	50	Eighty Five Dollars Zero Cents	\$ 85.00	\$ 4,250.00

49	1" Mill and 1" Resurface (S-III) Town Roads	SY	900	Thirty Five Dollars Zero Cents	\$ 35.00	\$ 31,500.00
50	1" Mill and 1" Resurface (Friction Course) FDOT Roads	SY	900	Forty Five Dollars Zero Cents	\$ 45.00	\$ 40,500.00
51	Total Road Reconstruction/Open Cut Trench Repair (2" Asphalt, 8" Limerock, 12" Stabilized Subgrade)	SY	900	Ninety Five Dollars Zero Cents	\$ 95.00	\$ 85,500.00
52	Remove & Replace 6' Wide Asphalt Walk	LF	25	Thirty Six Dollars Zero Cents	\$ 36.00	\$ 900.00
53	Remove & Replace Paver Driveway	SF	200	Fifteen Dollars Zero Cents	\$ 15.00	\$ 3,000.00
54	Remove & Replace Concrete Driveway	SF	400	Eight Dollars Zero Cents	\$ 8.00	\$ 3,200.00
55	Remove & Replace Asphalt Driveway	SF	200	Eight Dollars Zero Cents	\$ 8.00	\$ 1,600.00
56	Remove & Replace Decorative Driveway	SF	200	Twenty Dollars Zero Cents	\$ 20.00	\$ 4,000.00
57	Remove & Replace Header Curb	LF	25	Fifty Dollars Zero Cents	\$ 50.00	\$ 1,250.00

58	Remove & Replace Paver Speed Hump	LS	1	Four Thousand Five Hundred Dollars Zero Cents	\$ 4,500.00	\$ 4,500.00
59	Remove & Replace "Type D" Curb	LF	50	Fifty Dollars Zero Cents	\$ 50.00	\$ 2,500.00
60	Remove & Reinstall Mailboxes	EA	5	Two Hundred Dollars Zero Cents	\$ 200.00	\$ 1,000.00
61	Sewer Lateral Repair./ Adjustments	EA	10	Two Thousand One Hundred Dollars Zero Cents	\$ 2,100.00	\$ 21,000.00
62	Flowable Fill	CY	50	Two Hundred Eighty Dollars Zero Cents	\$ 280.00	\$ 14,000.00
63	Thermoplastic Pavement Markings	LS	1	Two Thousand Dollars Zero Cents	\$ 2,000.00	\$ 2,000.00
SEWER SYSTEM						
64	4" ARV Assembly w/ Manhole	EA	1	Seven Thousand Five Hundred Dollars Zero Cents	\$ 7,500.00	\$ 7,500.00
65	4" PVC C-900 FM Pipe (Restrained Joints)	LF	50	Forty Six Dollars Zero Cents	\$ 46.00	\$ 2,300.00
66	6" PVC C-900 FM Pipe (Restrained Joints)	LF	20	Fifty Two Dollars Zero Cents	\$ 52.00	\$ 1,040.00
67	8" PVC C-900 FM Pipe (Restrained Joints)	LF	20	Fifty Six Dollars Zero Cents	\$ 56.00	\$ 1,120.00

68	4" - 8" Plug Valve w/ Valve Box	EA	5	Two Thousand Two Hundred Dollars Zero Cents	\$ 2,200.00	\$ 11,000.00
69	Coat Interior Existing Sewer MH (Mainstay 2 Part)	EA	8	Four Thousand Dollars Zero Cents	\$ 4,000.00	\$ 32,000.00
70	Adjust Sewer MH Rim	EA	5	One Thousand Two Hundred Dollars Zero Cents	\$ 1,200.00	\$ 6,000.00
71	Sewer Flow Bypass Pumping	LS	1	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 2,500.00
72	Remove Existing Sewer Pipe	LF	25	Twelve Dollars Zero Cents	\$ 12.00	\$ 300.00
73	8" PVC SDR 26 Sewer Pipe 0' - 10' Depth	LF	100	Two Hundred Forty Dollars Zero Cents	\$ 240.00	\$ 24,000.00
74	Single 4"-6" Sewer Lateral w/ Cleanout	EA	10	Two Thousand One Hundred Dollars Zero Cents	\$ 2,100.00	\$ 21,000.00
75	Double 4"-6" Sewer Lateral w/ Cleanout	EA	5	Two Thousand Five Hundred Dollars Zero Cents	\$ 2,500.00	\$ 12,500.00
76	DIP Epoxy Lined (P401) FM Fittings	TONS	2	Eight Thousand Five Hundred Dollars Zero Cents	\$ 8,500.00	\$ 17,000.00

TOTAL COST OF BID

\$ 939,200.00

BID ITEMS 1 – 76 (In numbers)

TOTAL COST OF BID

Nine Hundred Thirty Nine Thousand Two Hundred

BID ITEMS 1 – 76 (In words)

Dollars

Zero

Cents

The Contract shall be awarded on the Total Bid Amount

(Amounts are to be shown in both words and figures. In case of discrepancies, the amount shown in words will govern for each bid item, unit price, and total bid. Extended unit price shall prevail over total price for bid items based upon unit price.)

ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.

PUBLIC ENTITY CRIMES FORM ATTACHED?

YES ☒

NO

NON-COLLUSION AFFIDAVIT ENCLOSED?

YES ☒

NO

HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.