

**CONTRACT FOR SANITARY SEWER PIPE REHABILITATION
(CURED IN PLACE PIPE)**

THIS CONTRACT ("Contract") is made this ____ day of _____, 2025, by and between the **Town of Highland Beach**, a Florida municipal corporation, with its principal address at 3616 South Ocean Boulevard, Highland Beach, Florida 33487 ("Town") and **Insituform Technologies, LLC**, a Delaware limited liability company, with its principal address at 580 Goddard Avenue, Chesterfield, Missouri 63005 ("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 requires the services of a contractor to provide labor services, materials, and equipment for the Town's Sanitary Sewer Rehabilitation Project ("Project"), which involves the reconstruction of sanitary sewer pipelines and conduits through the installation of a resin-impregnated flexible tube that becomes a continuous and tight-fitting cured in place pipe ("CIPP") for existing sanitary sewer lines installed within the State Road A1A, Russell Drive, Highland Beach Drive, Bel Lido Drive, Tranquility Drive, and Intracoastal Drive rights-of-way; and

WHEREAS, Contractor submitted a proposal for the Project based on pricing established in a national cooperative contract administered by the National Intergovernmental Purchasing Alliance Company, d/b/a OMNIA Partners, Public Sector, with the County of DuPage, Illinois serving as the Principal Procurement Agency and executing Contract No. 23-065-PW with Contractor for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure; and

WHEREAS, the Town's Purchasing Policy and Procedures specifically authorize the direct acquisition of goods and services without utilizing a sealed competition method where the desired goods and services are the subject of an existing contract with a national cooperative agency provided that such contract was strictly based on competitive bidding; and

WHEREAS, Contractor warrants that it is experienced and capable of completing the Project in a professional and competent manner; and

WHEREAS, the Town determines that awarding this Contract to Contractor is in the best interests of the Town and its residents and 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 Contractor and the Town as follows:

Article 1. Recitals.

The foregoing recitals are ratified as true and are incorporated herein by reference.

Article 2. Contract.

A. *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 Town and

Contractor. The Contract Documents consist of: (1) this Contract; (2) the OMNIA Partners, Public Sector, Contract No. 23-065-PW, between the County of DuPage Illinois and Contractor, including all terms, conditions, and specifications; (3) the Proposal submitted by Contractor; and (4) any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) 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 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.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

- | | |
|------------------|--|
| First Priority: | Duly executed change orders. |
| Second Priority: | This Contract. |
| Third Priority: | OMNIA Partners Contract No. 23-065-PW (Contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure, with County of DuPage, Illinois serving as Principal Purchasing Agency) ("OMNIA Contract") (attached hereto as Exhibit "A"). |
| Fourth Priority: | Contractor's Proposal (attached hereto as Exhibit "B") |

- B. *Contract Administrator.* Whenever the term Contract Administrator is used herein, it is intended to mean the Town Manager of the Town of Highland Beach or designee. 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 Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Purchasing Policy and Procedures).
- C. *Contract Price.* The Contract Price shall be **One Million Three Hundred and Forty-Two Thousand One Hundred and Forty-One Dollars and Ninety Cents (\$1,342,141.90)** which shall be payable in accordance with Article 4 of this Contract.
- D. *Contract Term.* The term of this Contract shall commence upon the Town's issuance of a notice to proceed and shall remain in effect until Contractor completes all services within the scope of this Contract to the satisfaction of the Town, unless otherwise terminated in accordance with Article 8. Contractor agrees to substantially complete the Project, as described in Article 3 below, within **ninety (90) days** of the Town's issuance of a notice to proceed by the Contract Administrator and fully complete the Project within **one hundred and twenty (120) days** of the Town's issuance of a written notice to proceed. Failure to achieve timely, substantial, and/or final completion of the Project shall be regarded as a breach of this Contract and subject Contractor to appropriate remedies, including but not limited to liability for liquidated damages, in accordance with Article 2.E below.

- E. *Liquidated Damages*. The Town and Contractor recognize that time is of the essence for this Contract, and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 2.D above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Town \$500.00 for each day that expires after the time specified in Article 2.D. Furthermore, the Town and Contractor agree that: (1) liquidated damages shall not be the Town's sole or exclusive remedy under the Contract Documents; (2) there shall be no limitation on the amount of the liquidated damages that may be assessed; and (3) there shall be no bonus paid to Contractor for early completion of the services

Article 3. Scope of Work.

- A. The Scope of Work (or "Work") covered by this Contract consists of the furnishing of all labor, equipment, materials for the completion of the Town of Highland Beach Sanitary Sewer Rehabilitation Project, as set forth in the plans prepared by Baxter & Woodman Consulting Engineers dated February 2025, and consisting of the following Contract Drawings:

Page G-1 Title Sheet, Location Map and Drawing List

Page G-2 General Notes

Page G-3 Key Map

Pages C-1 through C-43 (Civil Plans)

Pages D-1 through D-8 (Standard Details)

The technical specifications shall be the applicable specifications set forth in the OMNIA Contract, including, but not limited to, Section A (Cured-in-Place Pipe Gravity Applications).

- B. 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 Contractor's trade in general and that the materials shall conform to the highest standards and in accordance with this Contract.
- C. 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. Contractor further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.
- D. The Scope of Work shall be performed by 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 Contractor's personnel (and all subcontractors) while on the Town's premises, shall comply with all Town requirements governing safety, conduct and security.
- E. The Scope of Work shall be completed in accordance with the terms and conditions set forth in the Contract Documents.

Article 4. Payment Procedures.

- A. *Generally.* The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Contract Administrator and Construction Manager, South Florida Engineering Services, will review each invoice submitted by Contractor. If approved by the Town's Contract Administrator, Construction Manager, and Finance Department, the Town will make payment in accordance with the Contract Documents. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

- B. *Retainage.* As authorized by Section 255.078, Florida Statutes, the Town shall withhold five percent (5%) from each progress payment as retainage.
- C. *Final Payment.* Upon final completion and acceptance of the Work in accordance with this Contract (including all punch-list items) and final inspection Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, Contractor will clearly state "FINAL" on Contractor's final invoice. This certifies that all Work has been properly completed 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 Contractor. If Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder of the Contract Price including any amount held as retainage.

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.

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

Article 5. Subcontractors.

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the requirements set forth in Article 9 below.

Article 6. Contractor's Representations.

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

- A. Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- B. Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.
- C. Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- D. Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 7. Indemnification.

- A. To the fullest extent permitted by law, 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 Contractor and persons employed or utilized by 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.
- B. 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 Contractor against the Town, its officers or employees, and 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.
- C. 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 Contractor for any purpose or matter.

Article 8. Termination.

- A. *Termination by the Town for Cause:* The Town may terminate the Contract and the Contract

Documents if Contractor:

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers;
3. disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. takes action, short of declaring bankruptcy, evidencing insolvency;
5. fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or
6. is otherwise in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may: (1) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Town; and (2) finish the Project by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

B. *Termination by the Town for Convenience:* The Town may, at any time, terminate the Contract and Contract Documents for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, Contractor shall:

1. cease operations as directed by the Town in the notice;
2. take actions necessary, or that the Town may direct, for the protection and preservation of the Work; and
3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including demobilization costs.

Article 9. Insurance.

Prior to commencing the Scope of Work, 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. Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the Town has been provided to, and approved by, the Town. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Agreement, Contractor shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. The required insurance is as follows:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$ 1,000,000 single limits
Worker's Compensation	\$ statutory limits

The commercial general liability and automobile liability policies will name the Town as an additional insured.

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Town may immediately terminate or suspend this Contract. In the event of any termination or suspension, the Town may use the services of another contractor without the Town incurring any liability to Contractor.

Article 10. Public Records.

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 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 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 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 11. Payment and Performance Bond.

As required by Section 255.05(1), Florida Statutes, Contractor shall record in the public records a statutory payment and performance bond prior to commencing the work.

Article 12. Florida Trench Safety Certification.

- A. If applicable, Contractor acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et seq., Florida Statutes) and further acknowledges that the Act establishes the federal excavation safety standards set forth 29 C.F.R. Section 1926.650 Subpart P as the state standard.
- B. Contractor shall comply with all applicable excavation/trench safety standards and shall consider the geotechnical data available from the Town, if any, Contractor's own sources, and all other relevant information in its design of the trench safety system to be employed on the Project. Contractor acknowledges sole responsibility for the selection of the data on which it relies in designing the safety system, as well as for the system itself.
- C. Contractor certifies that the amounts Contractor has proposed for completion of the Project includes all applicable excavation/trench safety measures and prior to commencing work, shall disclose to the Town the applicable excavation/trench safety measures, if any, as well as the units, costs, and unit values.

Article 13. Miscellaneous Provisions.

- A. *Successors and Assigns.* The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- B. *Changes to Work, Price, or Time.* Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders.
- C. *Headings, References, and Exhibits.* The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- D. *Counterparts.* This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute the same instrument.
- E. *Entire Contract; Amendment and Waiver.* This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- F. *Governing Law; Consent to Jurisdiction.* This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- G. *Third Party Beneficiaries.* This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- H. *Severability.* If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- I. *Effective Date.* The effective date of this Contract is the date the Contract is approved by the Town Commission.

- J. *Preparation.* This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- K. *Independent Contractor.* 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 Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.
- L. *Enforcement; Waiver of Jury Trial.* If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs, and all expenses even if not taxable as court awarded costs (including, without limitation all such costs, fees, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party may be entitled. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- M. *Continuing Obligation.* 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.
- N. *Waiver of Subrogation.* Contractor hereby waives any and all rights to Subrogation against the Town, its officers, employees, and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- O. *Notice.* Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

Insituform Technologies, LLC
Attn: Brett Konchak, Commercial Manager
9001 N.W. 97th Terrace, Suite F
Medley, FL 33178

Either party may amend this provision by written notice to the other party.

- P. *Public Entity Crimes.* 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 consultant, supplier or sub-consultant/sub-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. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.
- Q. *Force Majeure.* Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.
- R. *Palm Beach County Inspector General:* In accordance with Palm Beach County Ordinance No. 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County Ordinance No. 2011-009 and is aware of its rights and/or obligations under such ordinance.
- S. *Scrutinized Companies.* 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 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. Contractor further 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 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 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.

- T. *Protection of Property.* 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 Contractor or its agents. Contractor shall be responsible for safeguarding all of its property, such as tools and equipment, while on site. The Town will not be held responsible for any loss of Contractor's property due to theft or vandalism.
- U. *Warranty; Defects.* Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).
- V. *Audit.* 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.
- W. *Human Trafficking.* Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
- X. *E-Verify.* Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:
1. Register with and use the E-Verify system to verify the work authorization status of all newly hired 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' newly hired employees;
 2. 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;"
 3. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
 4. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
5. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

[REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH,
a Florida municipal corporation

By: _____
Natasha Moore, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin
Town Attorney

CONTRACTOR

INSITUFORM TECHNOLOGIES, LLC,
a Delaware limited liability company.

By: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, who was physically present, as _____, of Insituform Technologies, LLC, which is authorized to do business in the State of Florida, and who is ☐ personally known to me or ☐ has produced _____ as identification, 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 Insituform Technologies, LLC, to the same.

Notary Public

Print Name: _____
My commission expires: _____

EXHIBITS

EXHIBIT “A”

OMNIA Partners Contract No. 23-065-PW (Contract for Trenchless Rehabilitation and Maintenance of Pipeline Infrastructure, with County of DuPage, Illinois serving as Principal Purchasing Agency)

EXHIBIT “B”

Contractor’s Proposal to the Town dated May 2, 2025