



**City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.gov**

Letter of Transmittal

DATE: February 6, 2026

TO: Hinterland Group, LLC,
2051 W Blue Heron Boulevard
Riviera Beach, Florida 33404
Attn: Daniel Duke III

Delivered via FedEx Tracking No. 8179 4113 6624

Re: Purchase Award – ITB2025-177PW, Stormwater Infrastructure Maintenance and Repair Services.

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: _____

Signed 
Patricia Snider, CMC, City Clerk



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410

**AGREEMENT
FOR
STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES**

AGREEMENT NO. ITB2025-177PW

THIS AGREEMENT (the "Agreement") is made and entered into this 5TH day of FEBRUARY, 2026 (the "effective date"), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Hinterland Group, LLC**, a Florida corporation (the "Contractor"), located at 2051 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, the City desires to retain the Contractor to provide certain stormwater support services in accordance with the City's Invitation to Bid ITB2025-177PW, Stormwater Infrastructure Maintenance and Repair Services, and the Contractor's response thereto, attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid ITB2025-177PW, Stormwater Infrastructure Maintenance and Repair Services, and the Contractor's response to the Invitation to Bid, including all addenda, final replies, and documentation required thereunder.

ARTICLE 2. STATEMENT OF WORK

Based on the scope of services and tasks set forth in the Invitation to Bid, the Contractor shall provide all supervision, labor, materials, supplies, and equipment necessary to perform the maintenance and repair of the City's stormwater infrastructure and related systems.

All work shall be performed on an as-needed basis and as directed by the City, and may be modified at the City's discretion. The services are intended to support uninterrupted stormwater operations, ensure compliance with applicable environmental regulations, mitigate flooding risks, and maintain system resilience in response to increasingly frequent severe weather events.

ARTICLE 3. PAYMENTS AND AGREEMENT VALUE

The City shall pay the Contractor for services that have been completed according to the terms and conditions of the Invitation to Bid and the Contractor's offered pricing and rates, as incorporated in Exhibit "A."

The City shall pay the Contractor after work has been completed and the City has inspected and accepted the services.

The estimated value of these services during the initial five- (5) year term of this Agreement shall be Four Million Six Hundred Sixty-Seven Thousand Three Hundred Seventy-Five Dollars (\$4,667,375).

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand-delivered, provided via email, or sent by overnight delivery service to the following addresses:

As to the City:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email: rferris@pbgfl.gov

With a copy to:

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbgfl.gov

As to the Contractor: **Hinterland Group, LLC**
2051 West Blue Heron Boulevard
Riviera Beach, Florida 33404
Attn: Daniel Duke, III
Email: info@hinterlandgroup.com

- b. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- c. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- d. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- e. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- f. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. The venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- g. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- h. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.

- i. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party to this Agreement shall be responsible for its own attorney's fees and costs, including fees and costs on appeal.
- j. Equal Opportunity. The City and the Contractor agree that no person shall be discriminated against in the performance of this Agreement on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age.

ARTICLE 5. TERM

The term of this Agreement shall be from April 1, 2026, through March 31, 2031, or until any work in progress has been completed by the Contractor and accepted by the City, whichever is later, unless terminated beforehand as provided for in Article 6. No less than thirty (30) days prior to the expiration of this Agreement, the City, at its sole discretion, shall have the option to renew the Agreement for an additional five (5) years by providing written notice of same to the Contractor.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing 30 days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon providing 30 days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the Contractor to complete and execute any other forms or documents in relation to this Agreement, the terms, conditions, and requirements in this Agreement shall take precedence over any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

ARTICLE 8. FORCE MAJEURE

The City and the Contractor are excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strike or other labor dispute, natural disaster, pandemic, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, or delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two (2) months, provided that in extenuating circumstances the City may excuse performance for a longer term. Economic hardship of the Contractor shall not constitute a force majeure. The term of this Agreement shall be extended by a period equal to that during which either party's performance is suspended under this section.

ARTICLE 9. INDEMNIFICATION

The Contractor recognizes that it is an independent contractor and not an agent or servant of the City. The Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liabilities, losses, or damages, including attorney's fees and cost of defense that the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the negligent acts, omissions, or willful misconduct by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents, and instrumentalities as herein provided. This Article shall survive the term of this Agreement.

ARTICLE 10. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (IG), which is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The IG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on all City agreements.

(The remainder of this page intentionally left blank.)

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF PALM BEACH GARDENS, FLORIDA

By: 

Marcie Tinsley, Mayor

ATTEST:

By: 

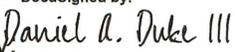
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

R. Max Lohman, City Attorney

HINTERLAND GROUP, LLC

DocuSigned by:
By: 

A7F03E8F4EB4476 Daniel A. Duke, III, CEO

City of Palm Beach Gardens
Agreement No. ITB2025-177PW
Stormwater Infrastructure Maintenance and Repair Services

EXHIBIT "A"

Omitted due to size. On file in the City Clerk's office.

Certificate Of Completion

Envelope Id: CF59E379-A604-423A-B6C5-BB356159BC76	Status: Completed
Subject: Complete with Docusign: Stormwater Infrastructure Maintenance and Repair Purchase Award.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carly Lapidus
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	10500 N Military Trail
	Purchasing Department
	Palm Beach Gardens, FL 33410
	clapidus@pbgfl.com
	IP Address: 151.132.106.163

Record Tracking

Status: Original	Holder: Carly Lapidus	Location: DocuSign
1/15/2026 2:37:46 PM	clapidus@pbgfl.com	

Signer Events

Daniel A. Duke III
 dduke1@hinterlandgroup.com
 President
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 A7F03E8F4EB4476...
 Signature Adoption: Pre-selected Style
 Using IP Address: 50.185.213.5
 Signed using mobile

Timestamp

Sent: 1/15/2026 2:38:35 PM
 Viewed: 1/15/2026 9:38:46 PM
 Signed: 1/15/2026 9:39:27 PM

Electronic Record and Signature Disclosure:

Accepted: 1/15/2026 9:38:46 PM
 ID: d92c6e26-7e68-406b-857d-9409d65253ca
 Company Name: City of Palm Beach Gardens, FL

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/15/2026 2:38:35 PM
Certified Delivered	Security Checked	1/15/2026 9:38:46 PM
Signing Complete	Security Checked	1/15/2026 9:39:27 PM
Completed	Security Checked	1/15/2026 9:39:27 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure