

RESOLUTION NO. 88-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH HINTERLAND GROUP, INC. FOR THE PROVISION OF CURED IN-PLACE PIPE LINING CONSTRUCTION SERVICES FOR STORMWATER INFRASTRUCTURE IMPROVEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town desires to implement sustainable strategies that will improve the quality of life and safety of residents and visitors in the town; and

WHEREAS, the Town previously determined that its stormwater infrastructure lacks capacity and there is a need to implement drainage system improvements through cured in-place pipe lining construction at various locations throughout the southern half of the town (the Project); and

WHEREAS, on February 8, 2022, the Town was awarded a Rebuild Florida Mitigation General Infrastructure Program Grant by the State of Florida, Department of Economic Opportunity, in an amount of \$11,067,635.00 to retrofit storm sewer systems using low-impact green infrastructure; and

WHEREAS, on August 25, 2024, Town staff advertised and solicited bids from vendors with expertise, experience and interest in providing cured in-place storm-water pipe lining services to the Town of Lake Park via an Invitation to Bid (ITB) No. 110-2024; and

WHEREAS, the Town received 10 bid responses and after evaluation and analysis a determination was made that Hinterland Group, Inc. represented itself to be a qualified, able, and willing to satisfactorily provide the work requirements and services solicited in the ITB; and

WHEREAS, the Contractor's bid response in the amount of \$235,080.00 (\$84,105.00 base bid amount + \$150,975.00 alternate #1 bid amount), was determined to be responsive and responsible to all requirements included in the ITB; and

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Taylor, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 88-11-24 duly passed and adopted this 6 day of November, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: Roger D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY
Brett Lesley

**AGREEMENT
FOR THE PROVISION OF
CURED IN-PLACE PIPE LINING CONSTRUCTION SERVICES FOR A
STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT**

THIS AGREEMENT FOR THE PROVISION OF CURED IN-PLACE PIPE LINING CONSTRUCTION SERVICES FOR A STORMWATER INFRASTRUCTURE IMPROVEMENT PROJECT (AGREEMENT) is made and entered into this 06 day of November, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) and Hinterland Group, Inc. having an address of 2051 W. Blue Heron Boulevard, Riviera Beach, Florida 33404 (“Contractor”).

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town desires to implement sustainable strategies that will improve the quality of life and safety of residents and visitors in the community; and

WHEREAS, the Town previously determined that its storm-water infrastructure is aging and there is a need to implement drainage system improvements at various Town locations (the Project); and

WHEREAS, on February 8, 2022, Florida Governor Ron DeSantis announced that the Town was awarded a Rebuild Florida Mitigation General Infrastructure Program Grant by the State of Florida, Department of Economic Opportunity, in an amount of \$11,067,635.00 to retrofit storm sewer systems using low-impact green infrastructure; and

WHEREAS, on August 25, 2024, Town staff advertised and solicited bids from vendors with expertise, experience and interest in providing cured in-place storm-water pipe lining services to the Town of Lake Park via an Invitation to Bid (ITB) No. 110-2024; and

WHEREAS, the Town received 10 bid responses and after evaluation and analysis a determination was made that Hinterland Group, Inc. represented itself to be a qualified, able, and willing to satisfactorily provide the work requirements and services solicited in the ITB; and

WHEREAS, the Contractor’s response to the ITB was determined by the Town Manager to be responsive and responsible to all requirements included in the ITB; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with this Contractor, for the Cured In-Place Pipe Lining Construction Services project, and

NOW, THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct, and are incorporated herein.

2. COST OF SERVICES

This term of the Agreement shall begin as of the date of the execution of this agreement, plus the contractors securing of all required permits and the issuance to the contractor a Notice to Proceed for the storm-water improvements.

The cost for the Cured In-Place Pipe Lining (CIPP) project work shall be as follows:

Bid Pricing Amount:	Base Bid Amount:	\$ 84,105.00
	Alternate #1 Amount:	<u>\$ 150,975.00</u>
	Total Contract Amount:	\$ 235,080.00

See Exhibit A – Bid Pricing Sheet

3. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall comply with all federal, state, and local laws in the performance of this Agreement.

4. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services, and shall obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the construction work and services to be provided. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

5. SUBCONTRACTING

The Contractor shall provide to the Town a list of subcontractors the contractor may be using to complete the work

6. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Services of this Agreement to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Agreement.

7. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the Town. The Contractor shall provide physically competent employees capable of performing the work and licensed or certified as may be necessary to perform the Services. The Town may require the Contractor to remove any employee the Town deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

It is the Contractor's responsibility to ensure that all its employees and any identified subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

8. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the Town, for its negligence, act or omission, 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 its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of

its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The selected Contractor must submit a current Certificate of Insurance, naming the Town as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Contractor shall provide insurance coverage as follows:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

9. CONTRACT TIME

The number of days within which, or the date by which, the work is to be completed (the Contract Time) shall be 195 calendar days from notice to proceed to substantial completion, plus 45 days from substantial completion to final completion, for a total contract time of 240 calendar days. (195 calendar days to Substantial Completion, plus 45 calendars to Final Completion equals 240 days total Completion time)

10. LIQUIDATED DAMAGES

The provisions of the agreement as to liquidated damages in the event of failure to complete the work on time are as follows: Liquidated damages shall be One-Hundred Fifty Dollars (\$150.00) for each calendar day beyond the substantial completion time stipulated.

11. CONSTRUCTION BOND

CONTRACTOR shall file with the TOWN a Public Construction Bond in the full amount of the Contract price in accordance with the requirements of Florida Statutes 255.05, as amended, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the TOWN.

The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the TOWN and shall be authorized to do business in the State of Florida. The Surety must also be an entity included in the most recent United States Department of Treasury list of acceptable sureties. Surety provider will be required to utilize the bond form contained in this bid package.

12. MODIFICATION OF AGREEMENT

The Agreement may only be modified by the mutual consent, as evidenced by a written amendment to the Agreement.

13. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days' advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the Services unless the Town shall have provided written authorization.

14. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement before the expiration of the Term provided it gives a 90-day written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re-procurement costs shall be borne by the Contractor.

15. ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town's choosing at the Contractor's expense of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and Contractor.

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

16. OFFICE OF THE INSPECTOR GENERAL

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

17. 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 authorized assigns.

18. 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.

19. GOVERNING LAW AND VENUE

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

20. ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

21. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

22. NO DISCRIMINATION CLAUSE

“The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin age pregnancy, handicap or marital status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, up-grading, demotion, or transfer, recruitment or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.”

23. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Agreement.

Contractor, and associated subcontractors, will be required to provide weekly Certified Payrolls with a signed statement of compliance in the proper format and on the proper forms.

The Wage Decision that applies to this project as of the date of agreement signing is:

General Decision Number: **FL20220130 09/30/2022**
Superseded General Decision Number FL20210130
State: **Florida**
Construction Type: **Heavy**
County: **Palm Beach County in Florida**

24. JOBSITE POSTING REQUIREMENTS

As required covered by the standards of The Davis Bacon and related Acts, the Contractor shall be required to post wage compliant notification posters at the site of the work in a prominent and accessible place where it may be easily seen by employees.

Poster include, but are not limited to: WH-1312 Poster; / a copy of the applicable Wage Decision; / Workers Rights Poster / Contractors Contact information.

25. CODE OF FEDERAL REGULATIONS

Contractor shall adhere and comply with the 29 CFR 5.5 (see Agreement Attachment 3)
Title 29 – Labor Subtitle A – Office of the Secretary of Labor
Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally
Financed and Assisted Construction.
5.5 – Contract Provisions and related matters.

26. PUBLIC RECORDS

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provided the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contactor/Vendor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contactor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contactor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Consultant/Vendor shall destroy any duplicate public records that are exempt of confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Towns custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR/VENDOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

23. ATTACHMENTS TO CONTRACT AGREEMENT

The below listed attachments are considered to be documents included as part of this contract agreement:

Bid Solicitation Documents:

- Attachment 1: Project Advertisement
- Attachment 2: Invitation to Bid (ITB) No. 110-2024
Cured In-Place Pipe Lining of Existing Stormwater Infrastructure
- Attachment 3: Exhibit A: Bid Pricing Sheet
- Attachment 4: Exhibit B: CIPP Scope of Work
- Attachment 5: Exhibit C: Federal Procurement Requirements
- Attachment 6: Exhibit D: HUD 4010 Federal Labor Standards Provisions
- Attachment 7: Exhibit E: Application Davis Bacon Wage Decision
- Attachment 8: Exhibit F: Anti-Kickback Affidavit

Contractor Bid Submittal:

- Attachment 9: Hinterland Group, Inc. Bid Response Proposal to ITB No. 110-2024 as submitted on Friday, December 01, 2023 at 2:00 pm.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: *Vivian Mendez*
Vivian Mendez, TOWN Clerk

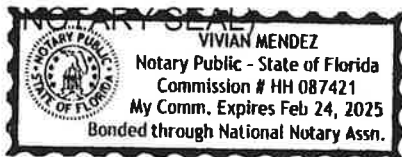
By: *Roger D. Michaud*
Roger D. Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*
Thomas J. Baird, Town Attorney
Brett Lasley

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 09 day of November 2024 by Roger Michaud, Mayor of the Town of Lake Park TOWN, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

Contractor:

Hinterland Group, Inc.
2051 W. Blue Heron Boulevard
Riviera Beach, Florida 33404

By: *[Signature]*
Signature

Its: COO
Title

Chase Rogers
Written Name:

