

**CITY OF DELRAY BEACH
AGREEMENT WITH HINTERLAND GROUP
FOR SYSTEM 58A & 87 FORCEMAIN REPLACEMENTS
PURSUANT TO ITBC NO. 2019-028**

THIS AGREEMENT is made and entered into on this _____ day of _____, 201____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1ST Avenue, Delray Beach, Florida 33444, and Hinterland Group, Inc., a Florida corporation (hereafter referred to as "Contractor") whose address is 2051 W. Blue Heron Blvd., Riviera Beach, Florida 33404.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's ITBC No. 2019-028, and the Contractor's response thereto, all of which are incorporated herein by reference.

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 REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's ITBC No. 2019-028 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which are incorporated herein by reference and further detailed in Exhibit A.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid Construction.

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, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn.: City Manager

- ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn.: City Attorney

- iii. As to the Contractor: Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
Attn.: Daniel Duke III, President

b. 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.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

Th term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Shelly Petrolia, Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR Hinterland Group Inc.

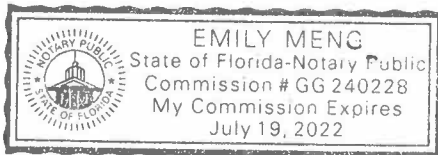
[SEAL]



By: _____
Chase R Rogers
Printed Name
Project Director
Title

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of August, 2019, by Chase R Rogers, as Project Director (name of officer or agent, title of officer or agent), of Hinterland Group Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



Emily Meng
Notary Public – State of Florida