

**AGENDA
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
TUESDAY, MAY 14, 2024, 9:00 AM
ISLAND ROOM – TOWN HALL – 2 BRIDGE ROAD**

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS*

1. Mayor/Commissioner Comments
 - a. Town Coffee Update
 - b. Other Comments
2. Public Comment (Non-Agenda Related)

Public Comment is an opportunity for the Mayor and Town Commissioners to listen to any issue(s) of importance to you. Public Comment is offered at the beginning of our meetings, in the event attendees cannot stay in chamber for the agenda item or meeting duration. If you elect to address an item on today's agenda during opening Public Comment, we ask that you please refrain from re-addressing the item during Public Comment at the agenda item. Residents also may submit comments, at any time, to the Mayor and Commissioners into the public record: THMail@tji.martin.fl.us. (Please email Public Comment at least one business day prior to the meeting to ensure timely distribution to the Mayor and Commissioners.)

NOTE: The Town Commission meeting will recess at 12:30pm for the SMRU Board to convene. The Town Commission will reconvene once the SMRU Board adjourns. The Beach Protection District meeting will follow the adjournment of the Town Commission meeting.

CONSENT ITEMS

3. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the March 21, 2024, Town Commission Meeting
- b. Minutes of the April 17, 2024, Town Commission Meeting
- c. Minutes of the April 10, 2024, Development Review Process Workshop
- d. Minutes of the April 16, 2024, Waterfront Setback Line Study Presentation
- e. Fixed Asset Disposals - April 2024
- f. In Layman's Terms Contract Extension

Category B- Other Informational Materials (No Action Required)

- a. Minutes of the March 28, 2024, Board of Adjustment Meeting

- b. Minutes of the April 4, 2024, Impact Review Committee Meeting
- c. Minutes of the April 17, 2023, Scholarship Committee Meeting
- d. Minutes of the March 5, 2024, Beautification Committee Meeting
- e. Police Activity Report – April 2024
- f. Building Department Report – April 2024
- g. Code Compliance Activity Report

PRIORITY MATTERS

- 4. Senator Gayle Harrell*
- 5. Representative Toby Overdorf (Chair of Martin County Legislative Delegation)*
- 6. Florida's Turnpike Enterprise - Project Development and Environment Study for a New Direct Connection Interchange between Florida's Turnpike and I-95 at SE Bridge Road*

COMMISSION ACTION ITEMS

- 7. Ordinance No 390 - Property Rights Element - 2nd Reading and Adoption
- 8. Ordinance No 394 - Home Based Business - 1st Reading
- 9. Ordinance No 396 - Commercial Vehicle Lettering - 1st Reading
- 10. Ordinance No 395 - Appeal Process - 1st Reading
- 11. Engagement Letters
- 12. Vulnerability Assessment Support Services (Cummins Cederberg)
 - a. Support Services (Cummins Cederberg)
 - b. Steering Committee Discussion
- 13. Paving Contracts and Work Authorizations
 - a. Asphalt Paving Systems, Inc. Piggyback Agreement and Work Authorization
 - b. Sunshine Land Design Piggyback and Work Authorization - Town Hall Parking Lot Resurfacing
 - c. Ferreira Piggyback Agreement
- 14. Town Board and Committee Appointments

DISCUSSION AND DELIBERATION ITEMS

- 15. Development Review Options
- 16. Strategic Plan Workshop Update and Discussion*

17. Town Manager Evaluation Follow-up
18. Town Manager's Report
 - a. Town of Jupiter US 1 Bridge Update*
 - b. Other Items*
19. Town Attorney Report
 - a. Litigation Update*

STAFF REPORTS

20. Financial Report
 - a. Monthly Financial Report

OTHER ITEMS

21. Meeting Dates
 - June 11, 2024 – Town Coffee with Vice Mayor Field – 9AM
 - June 12, 2024 – Town Commission/Beach Protection – 9AM
 - July 16, 2024 – Town Coffee with Commissioner Scott
 - July 17, 2024 – Town Commission/Beach Protection – 9AM
 - July 17, 2024 – SMRU Board – 12:30PM
 - August 16, 2024 - Town Coffee with Commissioner Taddeo - 9AM
 - August 19, 2024 - Town Commission/Beach Protection - 9AM
 - September 9, 2024 - Town Commission/Beach Protection - 9AM
 - September 9, 2024 - SMRU Board - 12:30PM
 - September 9, 2024 - 1st Budget Hearing - 5:01PM
 - September 12, 2024 - 2nd Budget Hearing - 5:01PM
22. Other Items*

** No advanced materials provided*

TOWN COMMISSION

Penny Townsend, Mayor
Marshall Field VI, Vice Mayor
Anne Scott, Commissioner
Patricia Warner, Commissioner
Joseph Taddeo, Commissioner

ADMINISTRATIVE STAFF

Town Manager, Robert Garlo
Town Attorney, Thomas J. Baird
Town Clerk, Kimberly Kogos

TOWN VISION

The Town of Jupiter Island is a barrier island community, between the Indian River Lagoon and the Atlantic Ocean, where the beauty of nature will always dominate the presence of man. Our vision for the future is illustrated by the traditions of the past, formed by a community of caring individuals who, with imagination and heart, have combined the island's beautiful gifts of nature with those of tradition and family. Inherent in the character of the Town are tranquility, seclusion and safety. The residents of Jupiter Island will faithfully endeavor to preserve and nurture their unique community for all future generations.

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and that, for such purpose, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town prior to the meeting. Please contact the Town Hall, 2 Bridge Road, Hobe Sound, FL 33455, telephone (772) 545-0103.

**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
THURSDAY, MARCH 21, 2024**

TIME: Thursday, March 21, 2024 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present in person were Mayor Penny Townsend, Vice Mayor Marshall Field VI, and Commissioners Anne Scott, Patricia Warner (remote) and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, and Town Attorney Thomas Baird.

Mayor Townsend called the meeting to order at 9:00 AM.

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS*

1. Mayor/Commissioner Comments

Mayor Townsend explained that Commissioner Warner is participating remotely. She read the Town's Vision Statement and announced the presence of Martin County Commissioner Harold Jenkins who will be presenting.

Mayor Townsend proposed to amend the agenda by moving Agenda Item 11 to the 7th position and Agenda Item 19 to the 8th position in the agenda.

MOTION: Field/Taddeo moved to approve amending the agenda

ACTION: Motion passed 5-0.

a. Town Coffee Update*

Vice Mayor Field provided an update regarding the topics discussed during the Town Coffee meeting on March 20, 2024. Topics included the Waterfront Setback Line update, an anonymous email to the Town, agenda topics to be discussed during the Commission meeting, status of the Local Planning Agency, strategic planning and the SMRU master plan, public safety matters and paper roads.

b. Other Comments*

There were no other comments at this time.

c. County Commissioner Harold Jenkins

Martin County Commissioner Harold Jenkins greeted the Commission and provided an update on county initiatives. He explained his presentation is broken into three sections, the first being an update on the

Ocean Rescue Project which includes the public beach facilities.

Fire Rescue Division Chief Christian Montoya provided an overview of the existing structure that was built in 1991. He also reviewed the Ocean Rescue statistics. Mr. Chris Zimmerman, CPZ Architects, provided an overview of the proposed structure that will replace the existing facility. He reviewed floor plans as well as renderings. He noted the structure includes a conference room as well as storage to maintain sterile and clean medical equipment.

Commissioner Scott stated that the expansion of the facility does not seem to come with expanded public safety oversight.

Mayor Townsend asked if the restrooms will be open at all times or if the building will be closed. Chief Montoya stated that he will ask the Sheriff's Office for details.

Vice Mayor Field stated that the second-floor massing seems larger than it needs to be and asked if there is a way to minimize the footprint and visual impacts. He also asked for plans for patrolling schedules. He expressed gratitude to Commissioner Jenkins for his efforts on this project.

Commissioner Warner asked if there is a space for emergency care and if there is outdoor lighting and security cameras. Chief Montoya explained that emergency care will not change, explaining that patient care occurs on the beach until additional assistance comes. Commissioner Warner suggested a temporary treatment area.

Both Commissioner Scott and Commissioner Taddeo reiterated their concerns the size of the proposed structure and security.

Discussion regarding public safety matters ensued. Commissioner Jenkins stated he would coordinate a meeting with the Sheriff's Office. He stated that discussions regarding the public beach hours could resume.

Commissioner Jenkins moved to the topic of affordable housing, discussing the Martin County Community Land Trust. He provided details of the program's initiative. He explained that the buyer of the home does not purchase the land but rather the home itself on a land lease. He added details of how the owner can sell the home and retain a portion of the equity that does not include the land and subsidy value.

Vice Mayor Field asked if the county has worked with lenders who would provide mortgages to purchasers who do not own the land. Commissioner Jenkins explained that there are a few local banks that are supportive of this program.

Commissioner Jenkins provided an update on western development. He referred to "Browardization of Martin County" and provided data on agricultural land ownership. Commissioner Jenkins displayed maps and explained that 182,000 acres is publicly owned and cannot be developed. He highlighted urban service areas (primary and secondary), and the area where Story, Three Lakes and Calusa Creek developments are proposed. He explained that the City of Stuart is almost completely built out as well as many other areas, leaving the most developmentally vulnerable areas in the southwest area of Martin County. He explained the criteria for development and how the county has protected the urban service boundaries. He expressed agreement that he is concerned about beach access and parking.

Commissioner Jenkins addressed the question of widening Bridge Road. He explained that there is no plan in the near future, prior to 2040 to widen Bridge Road.

Vice Mayor Field asked if the county had considered implementing parking permits for the beach access. County Administrator Don Donaldson stated that once limits and restrictions are implemented, beach renourishment funding is affected. Mr. Donaldson stated that public beach hours could be discussed if the commission would like, although any changes would only apply to the Hobe Sound Beach, not the federally owned beach on the north end. Town Manager Garlo reminded the commission of the previous discussions and public outcry regarding closing the public beach at night.

Commissioner Jenkins noted that presentation to the public is essential. The Town Commission agreed and expressed interest in working with the County Commission and Sheriff's Office.

Commissioner Scott referred to the western development section of the discussion. County Commissioner Jenkins explained that the best way to fight the developers is to take as much of the available land off the table for the developers by establishing specific criteria.

Vice Mayor Field asked about the ability to use tax revenue to purchase more land for the Trust.

County Commissioner Jenkins explained the intent was to put 50% of additional revenue generated through ad valorem taxes into a fund to purchase environmentally sensitive lands although it would have to be done year-by-year.

Mayor Townsend expressed gratitude for the cooperation with the county.

2. Public Comment (Non-Agenda Related)*

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There was no public comment.

3. Town Manager's Comments*

NOTE: The Town Commission meeting will recess at 12:30 PM for the SMRU Board to convene in the Town Hall Conference Room. The Town Commission will reconvene once the SMRU Board adjourns. The Beach Protection District meeting will follow the adjournment of the Town Commission meeting.

CONSENT ITEMS

4. Consent Agenda

Commissioner Scott noted an uptick in construction traffic enforcement. Chief Ewing affirmed.

MOTION: *Warner/Taddeo moved to approve the minutes and consent agenda as discussed and edited.*

ACTION: *Motion passed 5-0.*

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the February 13, 2024, Town Commission Meeting
- b. Fixed Asset Disposals – February 2024

Category B- Other Informational Materials (No Action Required)

- a. Minutes of the November 15, 2023, Pension Board Meeting
- b. Minutes of the November 15, 2023, Jt. Town/SMRU DCP Committee Meeting
- c. Police Activity Report – February 2024

PRIORITY MATTERS

5. Public Safety Department Employee of the Year

Chief Ewing announced the co-recipients of this year's Public Safety Employee of the Year Award for 2023. He named staff members Dispatcher Christina Hatter and Officer Eric Hinson. He explained that both employees had consistently demonstrated unparalleled dedication, exceptional leadership, and exemplary performance throughout the past year. He noted that their contributions had enhanced the department's operational effectiveness and strengthened their commitment to serving and protecting the community.

The Commissioners expressed sincere gratitude and appreciation for the stellar service provided by Dispatcher Hatter and Officer Hinson.

6. Waterfront Setback Line Update

Director John Duchock provided an update on the Waterfront Setback Line study. He explained that the study will be conducted by Cummins & Cederberg through the execution of four primary work tasks, as well as supplemental progress presentations to the residents of Jupiter Island and the Town Commission. He reviewed the anticipated schedule of work beginning in May 2024 and concluding in December 2024 or January 2025.

He asked for commission feedback regarding a public presentation by Cummins & Cederberg, proposing April 16th following the Town Coffee. Town Attorney Baird stated that the presentation would be a publicly noticed meeting so the commissioners could attend and participate. The Commissioners agreed on April 16th.

COMMISSION ACTION ITEMS

7. Ordinance No. 392 - 11 Isle Ridge Lot 19 Rezoning - 1st Reading

Director Ruben Cruz provided an overview of the application of 11 Isle Ridge requesting a zoning map amendment/district boundary change from B-40 to A-80. He provided the current property survey and plat as well as the current and proposed zoning maps. He noted that the A-80 zoning district is stricter than the B-40 zone. He explained that the Local Planning Agency (LPA) provided a recommendation of approval of the request after convening on January 23, 2024.

The Commission expressed approval of the presentation.

Public Comment:

There was no public comment.

Town Attorney Baird read Ordinance No. 392 by title only:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE AT EXHIBIT "B" OF THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ASSIGNMENT OF THE A-80 TWO ACRE ESTATE RESIDENTIAL DISTRICT TO A 1.69286 ACRE PARCEL OF LAND LOCATED AT 11 ISLE RIDGE; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

MOTION: Scott/Taddeo moved to approve Ordinance No. 392 on 1st reading and to come back for 2nd reading in April 2024.

ACTION: Motion passed 5-0.

8. Ordinance No. 393 - Amending Appendix A Land Development Regulations - 1st Reading

Director Catherine Harding introduced text amendments to the Land Development Regulations, explaining that her recommendations had been heard by the Impact Review Committee and Board of Adjustment.

Town Manager Garlo stated that additional language that was recommended is included in the Ordinance.

Commissioner Scott reviewed her comments and expressed concern regarding enforcement of basement living space.

Commissioner Scott referred to Pg 11 Section G – Accessory Building. Director Harding clarified that any accessory use is restricted to no more than 1/3 of the main structure.

Mayor Townsend summarized what the current Ordinance addresses. The Commissioners agreed to meet again regarding additional matters to be clarified.

Public Comment:

Attorney Jared Gaylord stated that there may be unintended consequences related to the accessory structure. He also discussed the 10% bonus space for covered floor area, and referred to the "may" vs. "shall" language in the Alternative Development Standards stating that other municipalities are encouraging storm hardening, including raising elevations.

Mr. Richard Rutledge with Innocenti and Webel stated that the 10% maximum for covered spaces is desirable to have additional outdoor space but not reduce potential internal floor area. He noted it would further restrict the square footage and create several nonconformities. He expressed concern about the restriction of maximum number parking spaces at 1.5 spaces per bedroom. He explained that design usually considers parking for lifestyle (entertaining, staff, safety vehicles). He also discussed the Alternative Development Standards, older residences, and DEP regulations. He suggested the language about chain link fence and 8' gates should be clarified as "8' high gate". Director Harding responded by stating that they added a visual to provide a better concept upon completion, which changed the first criteria.

Commissioner Scott stated that "nonconforming" is not necessarily a bad thing, rather, a progression of the Town learning what is in the best interest in general.

Vice Mayor Field expressed concern regarding the parking issue for work trucks and trailers. Commissioner Scott opined that the two provisions regarding parking spaces cannot be considered independently.

Discussion ensued regarding work trucks parking on the street in front of the property. Chief Ewing clarified that street parking is permitted if a flagman is present.

Town Attorney Baird read Ordinance No. 393 by title only:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATION; PROVIDING FOR THE AMENDMENT OF ARTICLE II, SECTION 1.00 TO ADD DEFINITIONS; PROVIDING FOR AMENDMENTS TO THE TOWN'S RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, SECTION 2.01 TO DELETE A SUBSECTION REGARDING FLOOR AREA; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.01 ADDING A NEW REGULATION "C" REGARDING THE MEASUREMENT OF THE INITIAL MEASURINGPOINT AS IT PERTAINS TO BUILDING HEIGHT AND THE PLACEMENT OF FILL; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.10 REGARDING THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES; PROVIDING FOR THE AMENDMENT OF ARTICLE X, SECTIONS 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11 AND 3.13 TO CHANGE THE WORD "SHALL" TO "MAY"; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 10, SECTION 10.02 TO ADD ADDITIONAL STAGING PLAN STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

MOTION: *Field/Warner moved to approve Ordinance No. 393 on first reading and recommend second reading in April 2024.*

ACTION: *Motion passed 5-0.*

The Commission recessed at 11:25 AM and reconvened at 11:35 AM.

9. Ordinance No. 394 - Home Based Businesses - 1st Reading

Commissioner Scott asked if they could require businesses to register their license with the Town. She also asked if a corporation is a person. Town Attorney Baird affirmed. Commissioner Scott inquired if a food truck is considered a business. Town Attorney Baird clarified that a food truck is mobile. She clarified that traditionally the Town has prohibited businesses with a few exceptions; now the state has allowed for home-based businesses with criteria. Town Attorney Baird stated that the ordinance reiterates state statute so that if a business violates the statute and ordinance, the violation could be taken before the Special Magistrate.

Vice Mayor Field provided an example of a catering business. Commissioner Taddeo asked if there is a registration requirement.

Town Attorney Baird clarified by explaining that other municipalities as well as the county requires a Business Tax Receipt. Ideally, any home-based business should have a county business tax receipt. If not, excess traffic coming to and from the home could be identified.

Mayor Townsend asked what the Town **could** require for home-based businesses.

Town Manager Garlo stated that staff could look into what regulations the town could impose without violating state statute and bring back. Commissioners agreed to not act on the ordinance today and asked staff to bring back additional information.

Town Attorney Baird read Ordinance No. 394 by title only:

AN ORDINANCE FO THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 5, ARTICLE iii OF THE TOWN'S CODE OF ORDINANCES PERTAINING TO HOME BASED BUSINESSES; PROVIDING FOR THE AMENDMENT TO ARTICLE III, SECTION 6-57 ENTITLED "HOME-BASED BUSINESS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

10. Resolution No. 913 - Fiscal Year 2024 Budget Amendment

Director Matthew Pazanski presented the request for a budget amendment for items that have come before the Town Commission at previous meetings or are on-going business that arise during the year that affect departmental budgets. He explained the details of the budget amendment.

Commissioner Scott asked about the financial status of the Town. Director Pazanski stated that the Town is in a strong financial position.

Vice Mayor Field referred to comments that have been going around the Island. He stated that paying of

legal fees is a reasonable expense, including a mechanism in place to claw back funds in the event of guilt. He added that since DEP overturned its own permit on first pass, their obligation to study the Waterfront Setback Line is certainly justified.

Public Comment:

There was no public comment.

MOTION: Taddeo/Scott moved to approve Resolution No. 913 amending the general fund budget.

ACTION: Motion passed 5-0.

11. Resolution No. 914 - Amending Res. No. 912 - Zoning in Progress Relating to Waterfront Setback Line

Town Attorney Baird presented Resolution No. 914 amending Resolution No. 912 regarding the Zoning in Progress pertaining to the Waterfront Setback Line. He explained the date change from effective date August 2023 to January 9, 2024.

Public Comment:

There was no public comment.

MOTION: Taddeo/ Scott moved to approve Resolution No. 914 amending Resolution No. 912 pertaining to the Waterfront Setback Line ZIP

ACTION: Motion passed 5-0.

12. Boards and Committees

a. Affidavit

Mayor Townsend explained that there has been an expressed interest in reminding all boards and committee members of applicable Florida Statutes, specifically chapter 112, for all those serving as public officers. She explained that F.S. 112 directs the appointing body to consider "the number and nature of the memoranda of conflicts` previously filed by said officer".

Town Attorney Baird recommended changing "Immediate Family" to "relative or principal" in the first paragraph so it is the same as state statute.

The Commissioners expressed agreement.

MOTION: Field/Scott moved to approve the use of the amended affidavit.

ACTION: Motion passed 5-0.

b. Appointments and Reappointments

Mayor Townsend announced the board and committee members whose terms have ended and wish to continue in their service to the community.

She also announced that Bob Rowden has resigned from the LPA.

MOTION: *Warner/Field moved to appoint Trent Steel to the Chair position of the LPA.*

ACTION: *Motion passed 5-0.*

Mayor Townsend stated that Marianne Buchanan is willing to serve on the IRC.

MOTION: *Field/Taddeo moved to appoint Marianne Buchanan to the IRC.*

ACTION: *Motion passed 5-0.*

Commissioner Scott opined on the previous presentation by the county pertaining to the proposed public beach facility and the IRC's participation in the process. She expressed her disagreement that the commission delegates its responsibilities to boards and committees.

The Commission discussed a date for a workshop to discuss LDR changes/development review process as well as IRC and BOA status. The Commission agreed to host a public meeting workshop on April 10th at 9:00 AM for review of the appeal process and LDRs.

Commissioner Scott stated that there are names on the reappointment list that have blatant conflicts and should not be reappointed.

Public Comment:

There was no public comment.

MOTION: *Field/Taddeo moved to approve the reappointments as discussed.*

ACTION: *Motion passed 3-2. Commissioners Scott and Warner voted nay.*

Vice Mayor Field asked about the process to make an ethics complaint. Town Manager Garlo stated that the statute directs the appointing body to consider every time an individual has been forced to recuse themselves in an appointment and reappointment.

Town Attorney Baird stated the volunteer who has a recurring conflict should step down. If the volunteer does not step down, the Commission should ask the volunteer to step down. He stated that if there are appointments that should not be reappointed, it is incumbent on the Commission to not reappoint them. He also explained that Form 8b is to be completed when a recusal is necessary.

c. Appeal Process - Draft Ordinance

Town Manager Garlo stated the item is for discussion only.

Mayor Townsend introduced the topic of amending the appeal process as well as draft language for an ordinance amending the appeal process.

Discussion ensued pertaining to the matter of standing to submit an appeal to the Town (section 8.01 of the draft language).

Commissioner Taddeo asked why the change should occur. He opined that the system has worked for a very long time.

Mayor Townsend discussed broadening the 1,000 ft notice requirement and status for someone currently lacking standing with serious concern who submitted something in writing and felt their thoughts were not given adequate consideration.

Vice Mayor Field asked about limiting to only property owners. Town Manager Garlo clarified that the Commission can define the language. Discussion ensued about “de novo”.

Town Attorney Baird stated that he will work with Town Manager Garlo to review and work on draft language.

The Commission recessed at 12:33 PM to convene SMRU Board meeting.

13. Lawson Huck Gonzalez PLLC Engagement Letter

Mr. Jason Gonzalez of Lawson Huck Gonzalez law firm introduced himself and provided background information pertaining to his firm.

Public Comment:

There was no public comment.

MOTION: *Field/Taddeo moved to approve engaging with Lawson Huck Gonzalez PLLC.*

ACTION: *Motion passed 5-0.*

DISCUSSION AND DELIBERATION ITEMS

14. Town Manager’s Report

a. Strategic Plan Update*

Town Manager Garlo noted that the strategic plan was directed to begin with SMRU followed by the Town. It was discussed during the SMRU meeting that the strategic plan would interfere with priority matters. They need to focus on the master plan currently.

Discussion ensued pertaining how to proceed with a strategic plan solution. It was suggested for the Commission to meet and work with the Town Manager to set forth a framework/structure within the next two weeks. The Commission agreed to not engage with a consultant as previously approved.

b. North Bridge Update*

Director Stuart Trent stated that he met with the county and the horn will only be blown one time instead of six for every bridge opening. A complete bridge replacement is forthcoming but still in the infancy phase of the project. Director Trent will stay involved and provide updates as information becomes available.

c. Legislative Update*

Town Manager Garlo provided an update on the recent legislative session. He summarized by stating that it was not a good session for Home Rule.

Mayor Townsend opined on the importance of staying involved in legislative matters and increase the

Town's advocacy. She suggested resending an invitation to the legislators now that the session is over.

d. Public Alerts*

Chief Ewing commented on the landing at Coral Cove. He explained the text message alert system, including outreach to residents with signup instructions.

He stated that the situation in Haiti is dynamic and does not look to be short term. He confirmed working closely with Homeland Security, state security, and the Sheriff's Office to mitigate any matters before they occur.

Town Manager Garlo explained the benefit of the roadway security cameras for surveillance. He noted a recent incident having to do with a landing at Coral Cove and an illegal migrant who entered the Town that was monitored and picked up. Chief Ewing added there are some video dead spots on the Island with no camera surveillance and stated night vision would be an asset.

15. Town Attorney Report

a. Litigation Update*

Town Attorney Baird provided an update on the Feldsine and Dolphin Suite cases which will go to trial in June. He noted the Testa were denied intervention by the trial judge and have appealed that decision. Additionally, the Slan case filed a response last week and set up six affirmative defenses. Town Attorney Baird's partner Vargas was assigned to this case. He provided background on Attorney Vargas, stating he is a very strong attorney. Vice Mayor Field asked if they were successful in identifying supporting documentation at the County. Town Attorney Baird stated there are no records from Palm Beach county, but some records have been found back to 1924. He noted the western portion of Sea Spray was vacated previously by the Town. Additionally, there are three other right-of-ways within the same subdivisions where portions were also abandoned. These go to the affirmative defenses.

Mayor Townsend asked if there is a need to call for an executive session if necessary. The Commission gave approval to the Town Manager and Town Attorney to call a session to discuss the Slan case if necessary.

STAFF REPORTS

16. Building Department Report

a. Building Department Report - February 2024

Director Harding provided an overview of the building department reports and the changes in the reporting system.

b. Code Compliance Activity Report

Director Harding briefly reviewed the Code Compliance Activity Report.

The Commissioners expressed appreciation of the new reports.

17. Financial Report

• Fiscal Year 2023 Audit Review - Daniel Anderson CPA, Mauldin & Jenkins LLC

Director Pazanski introduced Daniel Anderson, CPA of Mauldin & Jenkins. He noted this is the first audit

the firm has conducted for the Town. He also explained that Mr. Anderson met with the Town's Finance Advisory Committee to review the audited financial statements. The FAC recommended the Town Commission approve the Town's audit.

Mr. Anderson provided background information pertaining to his firm followed by general information about the annual financial report. He explained highlights of the audit.

The Commissioners collectively congratulated Director Pazanski for a successful audit. Mayor Townsend stated that the way this audit was presented was the easiest to understand that she has dealt with.

a. Monthly Financial Report

Director Pazanski reviewed the following highlights from the monthly financial report for February.

- Total Revenue \$9,519,057
- Total General Fund Ex \$4,146,785
- Unassigned Fund Balance (reserves) \$7,160,335
- Total Fund Balance (res) \$12,828,540

He noted the strong balance sheet.

OTHER ITEMS

18. Meeting Dates

- April 16, 2024 – Town Coffee with Commissioner Taddeo – 9AM
- April 17, 2024 – Town Commission/Beach Protection – 9AM
- May 13, 2024 – Town Coffee with Commissioner Warner – 9AM
- May 14, 2024 – Town Commission/Beach Protection – 9AM
- May 14, 2024 – SMRU Board – 12:30PM
- June 11, 2024 – Town Coffee with Vice Mayor Field – 9AM
- June 12, 2024 – Town Commission/Beach Protection – 9AM
- July 16, 2024 – Town Coffee with Commissioner Scott
- July 17, 2024 – Town Commission/Beach Protection – 9AM
- July 17, 2024 – SMRU Board – 12:30PM

The Commission added April 10th for a public workshop to discuss the Development Review Process and April 16th for a public presentation pertaining to the Waterfront Setback Line Study.

19. ZIP Waiver Request - 15 South Beach

This item was heard earlier in the agenda, as amended by the Commission.

Jeremy Bowerman, attorney representing Dr. Terry, owner of 15 South Beach Road, provided a presentation including aerial views and survey of the property. He provided background of the property structure, which is 66 years old. The owner proposes to renovate the home by giving it an updated exterior finish, new roof, and small additions to the home totaling 529 square feet, as well as an enhanced driveway design and substantial landscape enhancements. He explained that the waiver is requested so there will not be continued deterioration of the property and noted that the property is compliant with both the 2004 and

2019 Waterfront Setback Line requirements.

Commissioner Scott disclosed she is the neighbor to the north and wholeheartedly supported the request.

Public Comment:

There was no public comment.

MOTION: *Scott/Taddeo moved to approve the Zoning in Progress Waiver Request for 15 South Beach Road.*

ACTION: *Motion passed 5-0.*

20. Other Items*

Mayor Townsend stated the legislators made no changes to Form 6 regarding small municipalities with unpaid Commissioners. Town Attorney Baird provided a brief update on the two cases challenging the issue.

Commissioner Scott provided comment regarding an anonymous letter that went to some Island residents, which she described as mendacious drivel. She also referred to several emails from a resident who has posed questions and discontent regarding authorized spending. She stated that the Town has the authority and will to reimburse the legal fees of Mayor Townsend. She provided an answer to each question asked. She stated that even though residents' questions are welcome, when the questions are directive, they become part of a disinformation campaign.

Public Comment:

There was no public comment.

Adjourned at 3:11 PM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
TOWN COMMISSION MEETING
WEDNESDAY, APRIL 17, 2024**

TIME: Wednesday, April 17, 2024 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Mayor Penny Townsend, Vice Mayor Marshall Field VI, and Commissioners Anne Scott, Patricia Warner and Joseph Taddeo. Also present were Town Manager Robert Garlo, Town Clerk Kimberly Kogos, Town Attorney Thomas Baird and IT Director Bill Sutton.

Mayor Townsend called the meeting to order at 9:00 AM.

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS*

1. Mayor/Commissioner Comments

Mayor Townsend acknowledged guest speaker Ms. Beth Beltran and Mr. Troy McDonald of the Metropolitan Planning Organization (MPO); and read aloud the Town’s Vision Statement. Mayor Townsend also recommended changing the order of the agenda, which included moving agenda items K and L from Consent B to Consent A and moving agenda item 10 to 7a following the WFSBL study in order to accommodate those attending specifically for certain topics.

The Commissioners unanimously agreed to amend the agenda as requested.

MOTION: *Scott/Taddeo moved to approve the amended agenda as discussed.*

ACTION: *Motion passed 5-0.*

a. Town Coffee Update

Commissioner Taddeo provided a summary of the Town Coffee noting that residents requested more information regarding the recent workshop. Other topics discussed included the vulnerability study, closing the public beach at night, banning gas-powered leaf blowers, long-range planning for the Town, North Beach Road access, and the Comprehensive Plan. He explained that the Town would be reviewing and updating the comprehensive plan, recommending that everyone should become familiar with the document to effectively plan for the Town’s future. Additionally, Commissioner Taddeo shared the Land Development Review (LDR) process, that had recently received Commission approval, after both Committee, Board and public input. He estimated there were approximately 20 residents in attendance.

b. Other Comments

Town Attorney Baird announced there would be a 12:30 pm Closed Door Attorney-Client session.

2. Public Comment (Non-Agenda Related)

There was no public comment.

CONSENT ITEMS

3. Consent Agenda

Category A- To be reviewed and approved (as is or as edited) by the Town Commission

- a. Minutes of the March 21, 2024, Town Commission Meeting

Commissioner Scott provided edits to the Town Clerk regarding the March 21, 2024, Town Commission Meeting minutes. She asked the Town Clerk to clarify with County Commissioner Jenkins regarding the 50% ad valorem taxes. The Commission agreed not to approve the minutes until the topic is clarified.

- b. Fixed Asset Disposals – March 2024

Category B- Other Informational Materials (No Action Required)

- a. Minutes of the January 30, 2023, Finance Advisory Committee Meeting
- b. Minutes of the April 18, 2023, Beautification Committee Meeting
- c. Minutes of the November 30, 2023, Board of Adjustment Meeting
- d. Minutes of the January 29, 2024, Board of Adjustment Meeting
- e. Minutes of the January 4, 2024, Impact Review Committee Meeting
- f. Minutes of the January 29, 2024, Impact Review Committee Meeting
- g. Minutes of the March 25, 2024, 2024, Grievance Resolution Board Meeting
- h. Police Activity Report – March 2024
- i. Building Department Report – March 2024
- j. Code Compliance Activity Report - March 2024
- k. Hurricane Response Contract Extensions
- l. Brightview Landscape Services Renewal Contract

MOTION: *Scott/Taddeo moved to approve consent agenda as discussed and edited, with the exception of the March 21, 2024 minutes.*

ACTION: *Motion passed 5-0.*

Commissioner Scott requested adding the number of incidences related to the public beach and construction traffic to the police report.

Commissioner Scott also commended Director Harding's new reporting system.

PRIORITY MATTERS

4. Introduction of New Marine Unit Officer - Brandon White*

Chief Ewing introduced new marine unit officer Brandon White.

5. Attorney-Client Scheduling Matter*

Town Attorney Baird announced the Attorney-Client Closed Door Session, scheduled for 12:30 PM.

6. Beth Beltran, Martin County Metropolitan Planning Organization (MPO) Administrator*

Ms. Beth Beltran introduced herself and explained the requirements of a County Metropolitan Planning Organization (MPO) which is governed by the state and federal law. She explained the MPO Board composition and noted that a 5th County Commissioner will be added to the Board because the development north of the County line in Port St. Lucie will significantly impact Martin County's roadways.

Commissioner Taddeo questioned why the Town is not represented on the Board, noting that the tax base of the Town of Jupiter Island is higher than the City of Stuart, yet without a voting member from the Town. He suggested the statute should be changed to permit Town representation on the Board.

Ms. Beltran invited the Commission to present the request at an upcoming MPO meeting. She also asked that the Town Manager/Commission write a letter to the MPO Board Director, Mr. Troy McDonald.

Commissioner Scott restated that it is the consensus of the Commission to request representation on the Martin MPO Board.

Ms. Beltran presented the budget for the short-range plan in the amount of \$209,375,429.00 with a minimal amount sourced from local resources. She reviewed the Long-Range Transportation Plan (LRTP) which is a blueprint guiding transportation investments in a community over a period of 20-25 years and is updated every 5 years.

Commissioner Scott asked about the ownership of South Beach Road. Ms. Beltran again directed the Commission to send a written request if interested in ownership.

Ms. Beltran continued by explaining the various chapters of the 2045 LRTP, highlighting the importance of obtaining public input. She reviewed the Roadway map, displaying the widening of Bridge Road which is projected to take place in 2040 through 2045. She also reviewed the project list that includes replacement of the current Bridge Road bridge (Bascule Bridge). She explained the multiple phases of the project including environmental phase, design phase, ROW acquisition phase, and construction phase. She completed her presentation by providing social media and outreach opportunities.

Commissioner Scott asked about funding for the South Beach Road paving project. Ms. Beltran confirmed a small percentage came from the County and the remainder from State and Federal funding.

Commissioner Warner referred back to the potential bridge project. She questioned the safety component in reference to the timing of the project. Ms. Beltran explained that the priority is to complete the project in a timely fashion and confirmed that the bridge is not a safety hazard at this time.

Town Manager Garlo clarified consensus of the Board to write a letter of interest from the Town in becoming a voting member of the MPO.

Mr. Troy McDonald, Chair of the MPO and Stuart Commissioner, greeted the Commission and provided additional comments regarding the planning process.

Public Comment:

Mr. David Testa expressed his concerns that the Town prepare for the potential of increased traffic as a result of multiple new developments in neighboring towns.

Ms. Beltran explained that the MPO does not recognize proposed projects before they have been approved by the local government. She explained that many aspects may change prior to approval, including economic variances. She stated that once a development is approved, it becomes part of the MPO model.

7. Waterfront Setback Line Study Update*

Mayor Townsend referred to the Waterfront Setback Line (WFSBL) Study presentation held yesterday, April 16, 2024. Director Duchock provided a summary of the presentation and confirmed that the slide show is posted on the Town's website.

Commissioner Scott noted the project is more comprehensive than what was done previously. She added that the efforts thus far have made a substantial difference in the current beach status. She added that the future of the beach projects depends on funding and on sand source - which is a finite commodity.

Mayor Townsend asked about a "slosh" model. Director Duchock explained a slosh model is used by the state to define the upper limits of a 100-year storm and also considers storm surge.

Public Comment:

There was no public comment.

8. Development Review Process Workshop Follow up*

Mayor Townsend summarized her takeaways from the workshop including no desire from the Town Commission to make the BOA and IRC advisory, support for streamlining the process, and both boards using the same set of standards. She asked if staff should explore other solutions.

Vice Mayor Field recommended rotating chairs on each board.

Commissioner Scott expressed disappointment in the turnout with only 5 board/committee members out of 19 being present. She opined that there are issues with the process and disagrees with those who state otherwise. Commissioner Scott recommended taking another look at the Land Development Regulations (LDRs) to determine if changes are needed to improve the process and complement the conservative nature of the Island.

Commissioner Warner opined that the process, although not perfect, has worked well for a long time and the current LDRs define appropriate standards.

Vice Mayor Field expressed concern regarding boards and committees obtaining a quorum, noting it should be further examined if it becomes problematic.

Mayor Townsend provided an example of when the process fails, causing a division between the BOA and IRC.

Director Harding stated that responsibilities should be split between the two boards. The BOA would review minor development, suggest variances, and provide impact approval or denial. The IRC would review major development in the same manner providing approval or denial, with both boards utilizing the same standards.

Vice Mayor Field suggested combining the two boards.

Commissioner Taddeo stated that the two had been one board previously, and that most of the direction for the BOA and IRC is received from the Building Department.

Vice Mayor Field stated problems can occur as the result of the IRC having no ability to appeal BOA decisions.

Mayor Townsend referred to a set of BOA minutes where this situation had occurred. She asked if staff should continue bringing ideas forward or if another workshop would be in order.

Vice Mayor Field stated that it would be easier to populate one board verses two.

Commissioner Taddeo expressed frustration over changing the board composition based on lack of volunteers.

Commissioner Scott opined that the Town is under scrutiny and people are concerned about potential litigation. She referred to statistics the Town Manager provided to the Residents Association including four Commissioners who felt compelled to resign.

Discussion ensued about final decision-making authority.

Mayor Townsend suggested Director Harding create a proposal, considering the following options:

- a. Combining the BOA and IRC into one board with a rotating chair.
- b. Have two boards that have the same purpose, dividing the number of applications between minor and major subdivisions.
- c. Develop something completely different.

Town Manager Garlo will work with Director Harding to develop a draft proposal.

Mayor Townsend referred to the appeal process and indicated that there seemed to be consensus to hear appeals de novo.

MOTION: *Scott/Taddeo moved to approve moving forward with amending the LDR to make appeals heard by the Town Commission de novo.*

ACTION: *Motion passed 5-0.*

Mayor Townsend reiterated certain public concerns, asking Director Harding and Town Attorney Baird to work together collecting and presenting each matter, including how and when the record was built, submission deadlines, administrative decisions, etc. Town Clerk Kogos agreed to provide a transcript of the attorney comments from the workshop to the Commission, Town Attorney, and Director Harding.

Commissioner Warner revisited Mayor Townsend's earlier comment about recruiting members for the Boards stating she has never been asked to provide any recommendations. Vice Mayor Field suggested names be provided via the Town Manager who serves as the "clearing house" for information between the Commissioners.

Mayor Townsend referred to LDR definitions and asked when the Commission could discuss as a group. Commissioner Taddeo suggested starting with the Comprehensive Plan followed by the LDRs.

Town Manager Garlo stated the current approach is to review the LDRs and then bring initial topics to the Town Commission for further direction. He suggested reviewing the LDRs at the same time as the Comp

There was consensus.

COMMISSION ACTION ITEMS

9. Town Boards and Committees

a. Beautification Committee Affirmations

MOTION: *Field/Scott moved to approve beautification affirmations.*

ACTION: *Motion passed 5-0.*

Mayor Townsend announced that Marianne Buchanan resigned from last month's BOA appointment.

b. Affidavit Follow up*

The Commission agreed signing the affidavit is a requirement of reappointment to any Board /Committee.

Commissioner Scott referenced the minutes of the Grievance Resolution Board, noting that Commissioner Taddeo was the Chair of the Board. She expressed approval of the first meeting of the Board in the history of the Island and suggested that the board process be reviewed. Town Manager Garlo was asked to bring back the frequency of reinstatement and composition of the Board.

Mayor Townsend stated that the only board Commissioners cannot participate in is the BOA. She noted that she is a member of the Scholarship Committee, Commissioner Taddeo is on Grievance Committee, previous Commissioner Collins was on Arts Committee and former Commissioner Hall was a member of the Finance Committee for many years.

Commissioner Taddeo agreed that a commissioner should not sit on the Grievance Commission since that committee brings recommendations to the Town Manager.

The Town Commission recessed at 11:32 AM.

The Town Commission reconvened at 11:42 AM.

10. Construction Waiver Request - Jupiter Island Club

This item was heard following Item 7 Waterfront Setback Line Study.

Mr. Rob Kloska of the Jupiter Island Club greeted the Commission and provided background information pertaining to the construction waiver request. He explained that the original well is reaching the end of its service life and requires a new backup Reverse Osmosis well.

Ms. Rani Smith of JLA Sciences introduced herself as the Project Manager of the proposed well project. She provided a presentation explaining the location of the proposed well, equipment to be used, material storage location, equipment storage location, and renderings of the project. She explained noise mitigation in concurrence with the project schedule that would expand from May through October 2024.

She noted the request for extended work hours during critical phases of well construction including drilling of boreholes, setting of well casings and grouting. The tentative timeframes include May and mid-June for the 24" well casing installation, late July to early August for 12" well casing installation, and mid-to-

late September for well development. The request for 16-hour days over a week's time would be the actual working hours during those specific times. South Beach Road is the intended primary construction traffic route with Gomez Road the secondary route.

Vice Mayor Field expressed concern regarding the heavy vehicles and number of trips required. Town Engineer and Director Trent explained that South Beach Road is built to a higher level of service than the secondary route.

Vice Mayor Field questioned if there is a contingency in the budget for road repair, which Mr. Kloska confirmed. He also stated that there would be approximately 50 trucks used, but smaller trucks can be utilized if needed.

Vice Mayor Field requested Mr. Kloska to include Director Trent in the project to minimize potential road repairs.

Noise levels were discussed, being approximately 53 decibels - 47 decibels for the nearest effected homes. Hurricane preparation plans of the site were also reviewed.

Commissioner Taddeo noted the timing of the request. Mr. Kloska explained that the Club has worked with the Town for some time, and potential impacts on the community and neighboring properties were discussed.

Mayor Townsend expressed concern about utilizing large quantities of potable water for irrigation efforts and recommended the motion include a stipulation for damages incurred.

Mayor Townsend and Commissioner Scott disclosed that although they are members of the Club, their vote is not affected. Discussion ensued about the Club.

MOTION: Taddeo/Scott moved to approve the waiver with a bond condition.

ACTION: Motion passed 5-0.

11. Ordinance No. 392 - 11 Isle Ridge Lot 19 Rezoning - 2nd Reading

Attorney Jared Gaylord was present.

Town Attorney Baird read Ordinance No 392 by title only:

AN ORINDANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING THE TOWN'S OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE AT EXHIBIT "B" OF THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE ASSIGNMENT OF THE A-80 TWO ACRE ESTATE RESIDENTIAL DISTRICT TO A 1.69286 ACRE PARCEL OF LAND LOCATED AT 11 ISLE RIDGE; PROVIDING FOR REPEAL OR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

MOTION: Taddeo/Warner moved to approve and adopt Ordinance No. 392 pertaining to 11 Isle Ridge Lot 19 Rezoning on second reading.

ACTION: Motion passed 5-0.

Public Comment:

There was no public comment.

12. Ordinance No. 393 - LDR Amendments - 2nd Reading

Town Attorney Baird read Ordinance No. 393 by title only:

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE TOWN'S CODE OF ORDINANCES WHICH CONTAINS THE TOWN'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR THE AMENDMENT OF ARTICLE II, SECTION 1.00 TO ADD DEFINITIONS; PROVIDING FOR AMENDMENTS TO THE TOWN'S RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR THE AMENDMENT OF ARTICLE IV, SECTION 2.01 TO DELETE A SUBSECTION REGARDING FLOOR AREA; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.01 ADDING A NEW REGULATION "C" REGARDING THE MEASUREMENT OF THE INITIAL MEASURING POINT AS IT PERTAINS TO BUILDING HEIGHT AND THE PLACEMENT OF FILL; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 3, SECTION 3.10 REGARDING THE MAXIMUM NUMBER OF REQUIRED PARKING SPACES; PROVIDING FOR THE AMENDMENT OF ARTICLE X, SECTIONS 3.02, 3.03, 3.04, 3.05, 3.06, 3.07, 3.08, 3.09, 3.10, 3.11 AND 3.13 TO CHANGE THE WORD "SHALL" TO "MAY"; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 10, SECTION 10.02 TO ADD ADDITIONAL STAGING PLAN STANDARDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE

MOTION: *Field/Taddeo moved to approve Ordinance No. 393 Amending the Land Development Regulations on second reading.*

ACTION: *Motion passed 5-0.*

Public Comment:

There was no public comment.

13. Resilient Florida Grant Agreement No. 24PLN16

Director Duchock provided background pertaining to the Resilient Florida Grant Agreement which includes nine tasks. He explained that to effectively address the impacts of flooding and sea level rise eligible applicants may receive funding assistance to analyze and plan for vulnerabilities, as well as implement projects for adaptation and mitigation. He reviewed the grant agreement timeline.

He stated that the Town was awarded a planning grant to conduct a comprehensive vulnerability assessment in the amount of \$160,000, covering 100% of the cost to conduct the study.

Vice Mayor Field requested the breakdown of costs. Director Duchock stated he would provide the specific breakdown.

Commissioner Taddeo requested sea level rise projections. Director Duchock explained the statute requires planning horizons of 2040 and 2070 and following curves produced for sea level rise from NOAA, which include intermediate lows and highs throughout the period. Commissioner Taddeo requested to see the data. Director Duchock agreed.

Vice Mayor Field referred to photographs pertaining to erosion and past seawalls. He expressed concern whether the work materials and data presented, specifically between 1968-1974, are accurate based on personal experience.

Mayor Townsend hoped to see a greater cost benefit with crossover work between the two studies.

Discussion ensued regarding crossover between the vulnerability study and Waterfront Setback Line study, specifically the 600 block of South Beach Road, administering the grant, developing the steering committee, and overall focus. Director Duchock clarified the focus will be primarily on public infrastructure.

Ms. Danielle Irwin of Cummins Cederberg explained the Florida Statute is very specific of what is required for deliverables. Critical assets are owned and/or maintained by the Town. She outlined four classes of assets as being public infrastructure, transportation system, critical assets, and regionally significant assets. The Town will determine which assets are critical to the Town's resilience.

Commissioner Taddeo inquired if Martin County is also obligated to do the same. Ms. Irwin clarified that all counties are mandated to conduct the task, although it doesn't constitute a duplicated effort with the County. She noted the County includes critical assets owned and operated by the County.

Mayor Townsend expressed concern regarding public meeting costs.

Vice Mayor Field expressed that the Town is the recipient of the grant and asked who administers the disbursement of the funds. It was decided that Director Duchock could serve as the administrator or delegate some of the responsibilities.

Mayor Townsend inquired whether a study is a requirement. Ms. Irwin replied it is not mandated but rather encouraged by the state. The state has hired FAU to conduct a state-wide assessment but is still relying on communities to conduct their own studies.

Ms. Irwin explained the outcome of the analyses should include identifying gaps in the data set assets.

The Commission questioned the benefits for the Town. Director Duchock explained that the Town will produce a study tailored to the Town, and reiterated that the State would not be looking at Town-specific assets. He suggested results will permit the Town to define particular issues applicable to potential grant funding.

Ms. Irwin explained that the funds are not expected to be available after 2027. She explained outcomes that may occur due to the study including a potential elevation ordinance or an ordinance regarding freeboard up to 8-10'.

Mayor Townsend stated benefits to approving the grant include projecting vulnerability of the Town's roads, while providing an opportunity to plan, noting her inclination is to accept the grant and do the work.

Mayor Townsend referred to "Exhibit I" and questioned if this is something that should be included in the comprehensive plan review. Director Duchock stated this is something to be examined for further adjustment to reflect updated information. Town Attorney Baird clarified it would be under the Coastal Element.

Public Comment:

There was no public comment.

MOTION: *Field/Taddeo moved to accept the Resilient Florida grant.*

ACTION: *Motion passed 5-0.*

14. Vulnerability Study

Director Duchock stated the Vulnerability Study mimics what is required of the grant, noting additional tasks presented by Cummins Cederberg which include a project story map and grant administration. He explained the fixed fee structure for grant administration by Cummins Cederberg is open to a “not to exceed” approach. Vice Mayor Field opined preference for that structure.

Mayor Townsend questioned if Items 10-11 were necessary. Director Duchock explained that Item 11 goes beyond the grant deliverables, but could be done in-house.

Vice Mayor Field recommended approving Items 1-9 and to revisit Items 10-11 after Director Duchock’s recommendations.

MOTION: *Field/Warner moved to approve the vulnerability study scope of work Items 1-9 and to revisit Items 10-11 at a later time.*

ACTION: *Motion passed 5-0.*

Public Comment:

There was no public comment.

The Commission recessed at 12:29 PM to convene Closed Door Attorney Client Session.

The Commission reconvened at 1:15 PM.

15. Public Safety Virtual Training Simulator Spending Authorization

This item was heard after Item # 16.

Chief Ewing described the opportunity to train for critical incidents in a controlled simulated environment and the spending authorization for a training simulator with interactive course work in the amount of \$59,831.71.

Vice Mayor Field asked if liability insurance is required. Chief Ewing stated he would provide clarification.

Town Manager Garlo questioned if State requirements include Use of Force training to contain elements of situational shooting scenarios. Chief Ewing confirmed this to be true and noted annual training contains these elements as well.

Chief Ewing confirmed the request to be a one-time purchase. The system will be set up in the conference room along with other equipment utilized on a daily basis.

MOTION: *Scott/Taddeo moved to approve spending authority in the amount of \$59,831.71 for the public safety virtual training simulator.*

ACTION: *Motion passed 5-0.*

Public Comment:

There was no public comment.

DISCUSSION AND DELIBERATION ITEMS

16. Strategic Plan Update and Discussion

This item was heard directly following the Attorney Client Session.

Mayor Townsend suggested scheduling another public workshop to develop a strategic plan.

Discussion ensued regarding the current vision statement. Commissioner Warner stated she does not feel the vision statement addresses "newness". Commissioner Taddeo opined that the vision sets the current tone for the Island.

Discussion ensued regarding septic systems, home based businesses, beach management, public safety, and traffic needs for long range planning. Commissioner Scott suggested further refinement of the LDRs and continued expansion of the Town's website and communication.

The Commission agreed that items should be prioritized within various categories, and Commissioner Taddeo volunteered to collaborate with Town Manager Garlo in an effort to organize them.

The Commission agreed to a workshop on Monday, May 13, 2024 at 10:00 AM.

17. Ordinance No. 394 – Home-based Business Follow up

Mayor Townsend noted this topic is for discussion only with no action required. She expressed concern about parking for home-based businesses and referenced Ordinance No. 286. Discussion ensued regarding commercial vehicles at the residences.

Commissioner Scott expressed a preference for an ordinance that allows the Town to remain compliant with state regulations while still imposing restrictions. She emphasized the importance of taking a comprehensive approach to the issue.

Director Harding spoke about the benefits of a business tax receipt, which requires registration with municipalities and payment of tax.

Mayor Townsend requested staff prepare an ordinance for a first reading and provide a report from Director Harding and Town Attorney Baird to ensure that the ordinance adequately addresses the Commission's concerns.

Town Manager Garlo stated they are currently putting together a process for implementing a Business Tax Receipt system when businesses come forward.

18. Town Manager's Report

a. Legislative Update - 2024 Session Report

Legislative Consultant Kelly Layman provided a memo reviewing the legislative session and asked for questions regarding such.

Mayor Townsend referred to the legislation regarding leaf blowers and asked how long the Building

Department has to process an application.

Ms. Layman stated that there are legislative updates that were not included in the memo that relates directly to each department, and those directors will hear about those from their respective associations. She explained that she focuses on items that pertain to the Town level as a whole.

Town Manager Garlo asked Ms. Layman to address activity related to Form 6 which occurred toward the end of the legislation. Ms. Layman clarified that the Town had been informed that no action would be taken regarding Form 6 before session ended, which proved to be untrue. After speaking with the Town Manager, it was decided to engage another contract lobbyist possessing an exceptional relationship with the Governor's office. The amendment proposed that would exempt all municipalities with a population under 500 (eventually increased to a population of less than 1,000) and applying to only unpaid Town and City Officials, appeared to be heading for approval, but the bill was killed in the final hour by its original sponsor. Town Manager Garlo noted that every effort had been given by the Town. Mayor Townsend commented that Form 6 creates an even greater challenge to the Town and Commission.

Mayor Townsend noted that the Special District section provides language for changing boundaries; and appears that the beach district will need to comply with the performance measures, as well as assessment provisions and post on the Town's website. Director Duchock confirmed the Town has already defined several objectives and performance metrics which can be added to the website before the October 1, 2024 deadline. The data will be presented to the Commission on a future agenda.

Commissioner Taddeo noted the section regarding Septic to Sewer conversion, opining that the Town should begin preparing and avoid new restrictions at a later date.

Ms. Layman referred to a bill that surfaced within the last 24 hours concerning building permit changes. She had advised that although it applies to the Town of Jupiter Island, it will not become effective until January 1, 2025. Ms. Layman also noted that after meeting with Director Harding, the Town is already exceeding many requirements of the new bill. Director Harding will continue to review the language carefully.

Ms. Layman stated that 325 bills have passed, and the Governor has acted on 85 bills, although there is always a chance the Governor may veto any bill.

b. Other Items*

Town Manager Garlo advised there is a planned interchange traversing I-95 and the turnpike. The Florida Turnpike Enterprise Association would like to address the Commission in May for 15 minutes. Commission agreed. Senator Gayle Harrell and Representative Toby Overdorf (Chair of the Martin County Legislative Delegation) have also agreed to attend in May.

Mayor Townsend also stated the need to discuss budget implications and how the Town will continue to engage with Tallahassee and the County going forward. She proposed that Town Manager Garlo present a plan in May regarding how to move forward.

19. Town Attorney Report

a. Litigation Update*

Town Attorney Baird stated the Feldsine and Dolphin Suite mediation begins next week, and he will be in attendance with Town Manager Garlo. Regarding the Slan case, the Town has been collecting public records to file a motion for summary judgment. Attorney Baird requested direction from the Board regarding the

Feldsine/Dolphin Suite case, and potentially the “Notice”/Testa case in regard to the Waterfront Setback Line. Attorney Baird advised he will notice for an Attorney/Client session should there be indication that there is something to bring forward.

Town Manager Garlo added there remains one additional outstanding litigation – a whistleblower case pertaining to a former SMRU Director’s termination by the former Town Manager. The trial date has been set for October 2024.

STAFF REPORTS

20. Financial Report

a. Defined Benefit Pension Plan Update

Director Pazanski provided an overview of the defined benefit pension plan in more detail than previously provided. He corrected a few funded ratio values and noted key facts from the 2023 actuarial report. He stated that the amount of payout is known at \$475,000 annually. It is possible that the Town may not have to make additional contributions to the plan after 2030. He also reviewed the risk required to achieve 7% in 2024.

Public Comment:

There was no public comment.

b. Monthly Financial Report - March

Director Pazanski reviewed the following highlights from the monthly financial report for February.

- Total Revenue \$9,685,042
- Total General Fund Ex \$5,148,255
- Unassigned Fund Balance (reserves) \$7,160,335
- Total Fund Balance (reserves) \$12,828,540

21. Public Safety Report

a. Hobe Sound Public Beach Calls for Service

Chief Ewing reviewed the breakdown of requests for service at the public beach as requested by the Commission. In 2023 they responded to a total of 59 calls at the public beach. Although the Town shares responsibility for the beach, the Sheriff’s office ultimately has jurisdiction; but because of our proximity they will notify the Town when a 911 call is received. Chief Ewing provided examples of call types, as well as those generated by the Town’s camera system. He explained the report distinguishing daytime vs. nighttime calls, and confirmed he will produce this report monthly, adding it to the regular activity report. Chief Ewing noted that the majority of night calls are in response to suspicious vehicles.

Chief Ewing noted that neither RVs nor cars are permitted to park overnight, although there are occasionally special requests to park overnight from hikers going on an extended designated trail.

Town Manager Garlo suggested that heavy public safety presence keeps the violation numbers at a minimum.

Chief Ewing noted that the beach bathrooms have automatic magnetic locks set on timers so the bathrooms are not open through the night.

OTHER ITEMS

22. Meeting Dates

- *May 13, 2024 – Town Coffee with Commissioner Warner – 9AM*
- *May 14, 2024 – Town Commission/Beach Protection – 9AM*
- *May 14, 2024 – SMRU Board – 12:30PM*
- *June 11, 2024 – Town Coffee with Vice Mayor Field – 9AM*
- *June 12, 2024 – Town Commission/Beach Protection – 9AM*
- *July 16, 2024 – Town Coffee with Commissioner Scott*
- *July 17, 2024 – Town Commission/Beach Protection – 9AM*
- *July 17, 2024 – SMRU Board – 12:30PM*

The Commissioners reviewed their calendars to schedule August and September meetings and agreed on the following dates:

- *August 16, 2024 – Town Coffee with Commissioner Taddeo – 9AM*
- *August 18, 2024 – Town Commission (if needed) – 9AM*
- *September 9, 2024 – Town Commission/Beach Protection – 9AM*
- *September 9, 2024 – 1st Budget Hearing – 5:01PM*
- *September 12, 2024 – 2nd Budget Hearing – 5:01PM*

The September 9^h Town Commission/Beach Protection meeting will be followed by the budget hearing and the September 12th meeting will only be the budget hearing.

There will be no September Town Coffee.

23. Other Items*

Ms. Layman noted that Florida's Senate President recently lost her husband in a tragic accident. Ms. Layman will provide the Town Manager with a letter of condolences.

There were no other discussion items.

Meeting adjourned at 3:02pm.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
DEVELOPMENT REVIEW PROCESS WORKSHOP
WEDNESDAY, APRIL 10, 2024**

TIME: Wednesday, April 10, 2024 – 9:00 AM
PLACE: Town Hall Island Room – 2 Bridge Rd., Hobe Sound, FL
PRESENT: Present in person were Mayor Penny Townsend, Vice Mayor Marshall Field VI (remote), and Commissioners Anne Scott, Joseph Taddeo, and Patricia Warner. Also present were Bonnie Schiralli (IRC Chair), Judy Holden (IRC Vice Chair), Jodi Dines (BOA), Nancy Auth (BOA), Laurie Gaylord (LPA), Kate Nelson (LPA), Stephanie Flinn (IRC), and Ken McBrayer (Beautification Chair), Town Manager Robert Garlo, Town Clerk Kimberly Kogos, and Town Attorney Thomas Baird.

Mayor Townsend called the meeting to order at 9:02 AM.

COMMENTS*

1. Mayor/Commissioner Comments

Mayor Townsend stated the purpose of the workshop and explained that the commission will discuss first, followed by the BOA and IRC, and finally the public.

2. Attorney Comments

Town Attorney Baird requested an Attorney Client session on April 17, 2024, at 12:30pm to discuss Dolphin Ste vs. TJI, Feldsine vs. Town of Jupiter Island and ongoing Notice case Testa vs. Town of Jupiter Island. Consensus was gained by the commission.

3. Public Comment

There were none.

DEVELOPMENT REVIEW PROCESS

4. BOA and IRC Status

Director Catherine Harding provided background information and noted specific Land Development Regulations pertaining to construction and guidelines for development applications, the Impact Review Committee (IRC) and Board of Adjustment (BOA). She explained the process to gain approval of development applications, stated the criteria for approval, and reviewed her suggestions.

Mayor Townsend summarized, stating that the administrative review is not changing, except for adding ADA requirements. She explained that an area of concern pertains to fill and impact to the character of the

neighborhood. She stated that Director Harding has proposed a concept that will benefit residents and the community at large.

Commissioner Taddeo provided an example of the BOA denying a fill request.

Town Manager Garlo noted that Director Harding's comments will be made available. He explained the potential disconnect between the two boards during the application process.

Commissioner Scott expressed concern over the language and interest in discussing the LDR in plain language. Commissioner Warner agreed.

Nancy Auth asked if the two boards are to be combined. Director Harding explained that her suggestion is a concept.

Judy Holden stated that the two boards have different responsibilities. She agreed with having one board who makes major decisions on fill and development. She stated that she had trouble understanding the percentages of how many applications go to the BOA and how many go to the IRC.

Director Harding stated that last year, 7 applications went to the BOA and 20 were heard by the IRC. She explained that some, not all, of the BOA applications went on to the IRC. She explained that her concept defines the BOA as hearing minor construction applications and the IRC hearing major construction applications.

Town Manager Garlo clarified that applications would appear before the BOA or the IRC, not both, to eliminate the gap between the two.

Bonnie Schiralli provided examples of applications where one application was permitted fill while other applications were not permitted by the BOA. She also expressed confusion about the percentages.

Jodi Dines opined that the BOA originally reviewed how a plan will fit into the community and has now grown and changed to meet the requirements of the state. She expressed concern regarding neighbor notification of construction and explained that the criteria can be confusing to the board members also.

Mayor Townsend explained that the IRC is responsible for impacts and the BOA is not responsible for impacts, therefore does not consider impacts. Once an application comes before the IRC and has been approved by the BOA, the IRC does have the authority to overrule the BOA if what the BOA approved has negative impacts on the neighbors.

Commissioner Scott explained that the impression seems to be that the boards feel they have not done a good job, so the job is being taken away from them. She explained that this is not the case. Rather she stated that the boards should be advisory. She explained that in other communities the Town Commission makes the final decision on development applications.

Judy Holden disagreed with Commissioner Scott stating that Martin County and Tequesta Commissioners do not decide on development.

Commissioner Taddeo stated that the IRC and BOA process works well and has for 70 years. He added that he does not want to be like other municipalities.

Mayor Townsend agreed that the Commission does not need to take on more work than necessary and is not in favor of making the boards advisory but is in favor of improving the governance.

Commissioner Warner expressed agreement with Commissioner Taddeo and Mayor Townsend. She stated that a few things need to be redefined and/or reallocated.

Vice Mayor Field expressed agreement with Commissioner Taddeo that there is not a broken system, and that the composition of the boards should be reviewed and consider rotating chairs, but not to tear down the existing governance which is not beneficial.

Bonnie Schiralli expressed agreement with Mayor Townsend and Commissioner Taddeo. She stated that even if the boards are advisory, the Town Commission will still need to go out to the development sites and do research/work to make an informed decision. She expressed interest in strengthening the LDRs and better defining the standards. She expressed agreement with Director Harding's concept and her attempts to improve the LDRs.

Commissioner Taddeo explained that currently 15 (BOA, IRC and Town Commission) people make development decisions. He noted that if the boards are made advisory, the development decisions are then made by 3 people (Town Commission). Commissioner Scott expressed disagreement.

Judy Holden listed reasons why the boards should not be advisory. She spoke about cost, timing issues (to begin a project by May 1), consistency with other municipalities, one group of three people making all decisions, and appeals going straight to circuit court.

Richard Rutledge of Innocenti and Webel stated that submittals take much time and cost, and would appreciate streamlining. However, the current process has worked efficiently thus far pertaining to timing. He explained that if the boards do minor and major, then both boards are basically doing the same review. He referred to fill and stated that from a design perspective, there are many challenges with the physical properties. He explained that there are requirements set in place by the DEP. If fill is not permitted, there would be homes on stilts which are not as visually appealing as landscaped and buffered land that has received fill.

Attorney Jesse Panuccio, representing Mr. and Mrs. Testa, stated that he agrees on improvements including: IRC/BOA decision authority – one stop shop would be beneficial, but questioned if there is a disagreement and appeal needed. If so, the Town Commission should be able to hear the appeal de novo. He stated that the Town Commission is made up of elected officials who should have the final say de novo, if necessary. The LDR should clarify process, with evidence due dates and time that each party is allowed to review the evidence. He also recommended explaining the purpose of Development Review Committee (DRC) and process for affected parties. The DRC should be defined in the LDR with rules.

Director Harding explained the DRC, stating that it is a staff review of an application, not a committee. She clarified that each individual provides comments and recommendations.

Mayor Townsend expressed that it seems to be the majority agreement not to make the boards advisory, although a vote cannot be taken. There was consensus to look at the LDRs, make sure there are no gaps/interruptions between the IRC/BOA work, and all areas of major importance are weighed before decisions are made on a development project.

5. Appeal Process

Mayor Townsend referenced a draft ordinance that was included in last month's commission meeting that was not discussed at that time. She explained that the ordinance speaks to making the appeal process de novo.

Town Attorney Baird explained that the change being considered means that instead of the commission being confined or limited, they essentially have a new hearing where old and any new evidence/information may be considered to make a decision.

Commissioner Scott provided her perception of the history of the island development and noted that she agrees with making the process de novo.

Commissioners Taddeo and Warner agreed to make the process de novo.

Bonnie Schiralli stated that most people adhere to the IRC decisions (except for the 300 block). She stated that the LDRs should be strengthened, rather than rebuilding the boards.

Commissioner Scott mentioned the shift of opinion is not concerning denials, rather, too much being allowed.

Vice Mayor Field noted that if the applicant/representative does a good job with the application, the application should go through the board process smoothly.

Attorney Jared Gaylord noted that new evidence can be remanded back to the board/committee.

Mayor Townsend stated that the situation did occur previously. At that time, the Commission was advised by counsel that remanding back to the lower board would not allow new information to be presented.

Attorney Panuccio stated one issue is "where the record is built." He reiterated establishing a clear process, including timeline for objectors. He noted that the standard of review is a little different. He spoke about deference and suggested the Town Commission exercise plenary power. He said "how the record is built" is one question and "standard of review" another.

Laurie Gaylord stated that the BOA and IRC need to be at the table to dissect/change the LDRs. She expressed concern regarding the lack of advance materials.

Kristina Kazilionis stated that she went through an appeal process and agrees with a de novo appeal process. There are shades of gray and there may be a new issue that hasn't come before the board/committee previously. A decision with good intention may be made and can be appealed to the TC de novo since the

issue has not been considered before.

The Commission agreed that there has not been a voice opposing de novo appeal process.

Town Attorney Baird stated that the code states that an appeal can be taken up by anyone within 1000'. The ordinance states that anyone residing in the town may take up an appeal. He noted that the Town Commission discussion suggested the 1000' was too limited and town-wide was too expansive.

Commissioner Scott made an argument that residents outside of 1000' of an application could/should have standing to appeal. Discussion ensued regarding who is entitled to appeal.

Mayor Townsend referred to Section 8.01 of the proposed draft ordinance, noting if a resident comes to the commission meeting and puts something into the record, they would have standing.

6. Land Development Regulations

Mayor Townsend commented that changes were heard at the last Town Commission meeting and were approved on 1st reading. She stated that there were questions regarding other areas that had not been addressed in that initial ordinance.

Jay Wilson referred to section 7.03 and 7.04 – Communication and Notification, and stated that for most residents, the most effective communication is not bulletin boards or U.S. mail. This section should be updated to mail or email, and the onus is on the Town to contact the owner to obtain the address. Notice should also provide a summary of the application and a link to materials to review the application.

Laurie Gaylord agreed that communication is key. She explained that materials were not provided, and the agenda was not provided. The public cannot communicate effectively if they don't have materials ahead of time.

Judy Holden stated that this is a broad subject and noted the IRC wants clarity and definitions in the LDR. She referred to massing, landscaping (ie. Australian pines), exfiltration/fill, basements, etc.

Nancy Auth stated that it would be helpful to have advance materials for review.

Mayor Townsend stated that the LDRs in its entirety cannot be discussed in one meeting.

Commissioner Scott noted that it is important to identify the parts that need an overhaul.

Director Harding stated that when the comprehensive plan review is completed next year, the whole LDR will be reviewed as well. Currently, there are elementary matters that need immediate attention in the LDR. This specific topic of the meeting is a time for public comment regarding individual concerns of the LDRs.

Bonnie Schiralli stated the importance of public involvement and advanced materials.

Richard Rutledge referred to the Administrative review guidelines. He provided an example of failed

landscape buffers that need to be replaced without going before the board/committee and noted there should be a way to simplify the process. There are many confusing areas in the LDR pertaining to landscaping and buffers.

Laurie Gaylord reiterated her frustration with the notice of the workshop, vague agenda topics, and lack of backup materials.

7. Other Items*

Discussion ensued regarding the current copy of the LDR and using the online version of the LDR and Town Code.

Adjourned at 11:25 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

MINUTES
TOWN OF JUPITER ISLAND
PUBLIC PRESENTATION ON THE WATERFRONT SETBACK LINE STUDY
TUESDAY, APRIL 16, 2024

Director Duchock opened the meeting at 10:06 am, provided a brief overview of the presentation and introduced speakers Jennifer Bistyga and Jordan Cheifet of Cummins Cederberg.

Ms. Bistyga began the presentation noting four major tasks within the Scope of Study:

1. Due Diligence – Background Data Collection, Summary Memo (February – May 2024)
2. Data Analysis and Assessment of Setback Criteria (March – July 2024)
3. Preliminary Maps and Field Verifications (May – August 2024)
4. Final Mapping & Summary Report (August – December 2024)

Ms. Bistyga also specified the five criteria of the current Waterfront Setback Line:

1. 50' landward of the Mean Highwater mark (MHW)
2. 50' landward of the dune (+14' NAVD88 contour)
3. 50' landward of existing seawall/coastal structure
4. Line of sight between closest habitable conforming buildings within 1000'
5. Average setback from MHW of closest conforming buildings within 1000'

She provided a project timeline which began in February 2024, ended in December 2024 with plans to be presented again in November 2024.

She reviewed the Due Diligence stage which includes background data collection, review and summary. The review will include the Coast Construction Control Line (CCCL) permit requirements and coordination with the Florida Department of Environmental Protection. A summary will be presented at the end of May 2024.

Ms. Bistyga summarized the purpose of Oceanfront Setback Lines, plans to review the current setback line criteria along with additional benchmarks associated with the following:

1. Coastal Construction Control Line (CCCL)
2. Delineation of the frontal dune
3. 30-year erosion projections as determined by FDEP
4. FEMA Flood zones
5. Sea Level Rise Projections (2040 and 2070)
6. High Frequency and Significant Storm Events

She explained the critical erosion designation in Florida, noting that the State of Florida has 825 miles of sandy beach, with 432 miles identified as being critically eroded, with 59% of the critically eroded beaches being actively managed. Ms. Bistyga further defined “critically eroded beaches.”

Ms. Bistyga defined the Erosion Control Line (ECL) as a boundary line established by the state dividing private (landward) and public (seaward) property; a requirement prior to issuance of a state permit for beach nourishment. The ECL is typically set at the mean high-water line (MHWL) prior to the first beach nourishment project. She also noted that, with the Town's consistent nourishment program, the current shoreline is located seaward of the ECL.

Ms. Bistyga continued describing the Coastal Construction Control Line (CCCL), defines a specific area along the coast that is subject to severe fluctuations due to a 100-year storm event.. The CCCL was established for all of Martin County in 1985. She explained it is a not a setback line or lines of prohibition. Local development regulations should give deference to the CCCL permitting process, including locating setback lines relative to frontal dune locations and erosion projections. New construction, additions, remodeling, and repairs to existing structures are allowed seaward of CCCL with a permit from FDEP. Additionally, she presented a list of 137 CCCL Permits that have been provided to the Town since 2007.

She noted that 2004's Hurricanes Jeanne and Frances, as well as 2022's Ian and Nicole, had created such short term erosion,(, and described wave erosion ,from 100-year storm events, historical wave data analysis between 1979-2009, and by recent 2024 unnamed storms. Ms. Bistyga further noting that long term erosion occurs on a daily basis and provided recent data analysis with prevailing trends.

Ms. Bistyga discussed Sea Level Rise explainingthat coastal studies from this point on must consider that 100-year storm eventsare also influenced by rising sea levels. She explained that the study will include review of the FEMA Flood maps - which does not consider sea level rise.

She noted that another area in review is the frontal dune, which is the first natural or manmade mound/bluff of sand which is located landward of the beach; and which has sufficient vegetation, height, continuity and configuration to offer protective value. The front dunes play an important role in reducing coastal flood hazards. The study is also reviewing the eastern seaboard primary frontal dunes (PFD) as well as Jupiter Island.

Finally, Ms. Bistyga noted that the Town's beach nourishment program is a vital component. Since 1973, the Town has been placing sand along the shoreline to combat erosion and protect upload structures. From 1973-2021 over 19 million cubic yards of sand have been placed along portions of the shoreline. She noted just over 32 years of viable fill remains within borrow areas, not including periodic placement of sand from St. Lucie Inlet as part of the County's bypassing program. She stated that the Town's commitment to ongoing renourishment continues to provide storm protection to the upland structures.

Ms. Bistyga stated that the next steps include:

1. Complete the gathering of historical and scientific data, submit due diligence memo to the Town.
2. Complete the review and analysis of collected data.
3. Conduct engineering models and analysis throughout the project area.
4. Continue review and assessment of existing waterfront setback criteria.
5. Conducting mapping scenarios for alternative setback criteria methods.
6. Conduct field survey verifications of 10 parcels throughout the Town's jurisdiction.
7. Develop preliminary maps based on data assessment and field surveys.
8. Develop final maps and a summary report with recommendations.

She concluded the presentation by confirming a commitment to provide periodic updates to the Town and Commission for review and feedback.

Director Duchock welcomed questions and provided the following comments:.

- In response to a question about borrow spots and the Woods Hole Oceanographic Institution, Director Duchock explained that borrow sites have been moved to a location two miles offshore to avoid any potentially negative effects. He also confirmed the Town is required to monitor the beaches, noting that a total of 111 leatherbacks have already nested early in this year's season. He addressed wind and noted the Town's wide beach continues to provide sand when a wind event occurs with the assistance of the dune plantings..

- In response to a comment about jetties, Director Duchock spoke about the history of the Island's seawalls and armoring.
- A participant asked if recommendations would suggest identifying a new Waterfront Setback Line or provide data for the Town to determine their own line. Director Duchock confirmed a WFSBL will be determined by the recommendations.
- One participant spoke about a NY Times article regarding land loss due to sea level rise. Director Duchock appreciated the comment.
- In response to a question about previous studies, Director Duchock explained that a study had been conducted in 2019, with additional analysis afterward; this would be the third iteration. He advised the WFSBL should be reviewed every 5-10 years.

A participant asked about future beach renourishment funding. Director Duchock stated the Town is focused on the current aspects that can be controlled, including sand availability. He also noted that a 12-year financial plan has been put in place. Ms. Bistyga reiterated the importance of an erosion control line.

Adjourned at 11:04 AM.

Respectfully submitted,

Kimberly Kogos, Town Clerk

TOWN OF JUPITER ISLAND

TO : Mayor and Commissioners
FROM : Danielle Losquadro, Senior Accountant
RE : Fixed Asset Disposals
DATE : 05/01/2024



The Town of Jupiter Island's Accounting Policy and Procedure Manual and Florida Statute 274.07 require Town Commission authorization for the disposal of Town assets. Attached is a listing of assets that have been identified as obsolete, replaced, lost/stolen, or inefficient. After the Commission's authorization, assets will be recorded as disposed in the Fixed Asset Module. Assets will be disposed of in accordance with Town policy. Disposal methods include sale by auction, donation, or scrapping.

**Town of Jupiter Island/South Martin Regional Utility
Asset/Inventory Disposal Listing
May 14, 2024**

[illegible]

**SECOND AMENDMENT TO THE AGREEMENT FOR COMMUNICATION,
EXTERNAL RELATIONS & GOVERNMENTAL RELATIONS SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR COMMUNICATIONS, EXTERNAL RELATIONS AND GOVERNMENTAL RELATIONS SERVICES (the Agreement) is made this 17th day of April 2024 by and between the Town of Jupiter Island, a municipal corporation of the state of Florida, 2 SE Bridge Road, Hobe Sound, FL ("Town") and In Layman's Terms, Inc. ("ILT"), PO Box 2293, Hobe Sound, FL 33475.

WITNESSETH:

WHEREAS, the Town is a municipality and given those powers and authority enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with private corporations or other business entities, or individuals; and

WHEREAS, pursuant to the Agreement, the Town Commission engaged ILT to assist it in preparing town newsletters and to support the town's communications with its residents and utility customers as set forth in the scope of services contained in the original agreement; and

WHEREAS, the Town and ILT amended the Agreement to extend its term as set forth in paragraph 5 an additional 30 days to expire on April 16, 2024; and

WHEREAS, Town Manager has recommended that the Town Commission amend the Agreement as set forth in paragraph 5 and the First Amendment to the Agreement to extend its term an additional year.

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

Section 1. The recitals are incorporated herein.

Section 2. The term of the Agreement as set forth in paragraph 5 and First Amendment to the Agreement is hereby amended as follows: The Agreement is extended for one additional year ending April 16, 2025. The fee to be paid for the additional year is \$8,000 per month.

(continued on next page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement as stated above.

ATTEST:

TOWN OF JUPITER ISLAND

By: _____
Kimberly Kogos, Town Clerk

By: _____
Robert Garlo, Town Manager

IN LAYMAN’S TERMS, INC.

By: _____
Kelly A. Layman

MINUTES
TOWN OF JUPITER ISLAND
BOARD OF ADJUSTMENT MEETING
THURSDAY, MARCH 28, 2024 – 9:00 a.m.



TIME: Thursday, March 28, 2024 - 9:00 a.m.

PLACE: Town Hall - Island Room

PRESENT: Chair Marjorie Graham, Vice Chair Mark Newman, Members Hugh O’Kane, Nancy Auth, and Jodi Dines as well as alternate members E.B. Smith and Stephanie Flinn were present. Also present were Director of Building Catherine Harding, Director of Planning & Zoning Ruben Cruz, Town Clerk Kimberly Kogos and Alternate Town Attorney Brett Leshley.

Chair Marjorie Graham called the meeting to order at 9:04 a.m. She introduced the Board members as well as alternate members and clarified voting members. She determined there was a quorum present.

1. Minutes of the meetings of November 30, 2023 and January 29, 2024

MOTION: *Newman/Auth moved to approve the minutes of the November 30, 2023, and January 29, 2024, Board of Adjustment meetings.*

ACTION: *The motion passed 5-0.*

2. 185 South Beach Road – withdrawn

Director Harding stated that the application of 185 South Beach Road has been withdrawn and will not be heard today.

This is the application of Langdon Vista LLC, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

In accordance with Article X, Division III, Section 3.00, General Alternative Development Standards, Article X, Division III, Section 3.02, Placement of more than 3’ of Fill, the applicant is requesting to use Article IV, Division III, Section 3.01, Fill, in order to create a level surface between the proposed guest house and main residence for the pool terrace and to fill in the area where the old pool existed.

3. 252 South Beach Road

This is the application of Mr. Edward Hamm, Jr., Trustee of the Edward Hamm Jr. Revocable Trust, represented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the following:

In accordance with Article X, Division V, Section 5.00, Standards for Approval of Variances, the applicant is requesting a variance to Article IV, Division III, Section 3.16, Gates, in order to move a gate from the northern driveway to a new southern driveway location and requesting a variance to Article IV, Division III, Section 3.06, Walls, Fences, and Bulkheads/Seawall, A., 1. a., Front Yards, in order to install a coquina wall in the area where the northern gate was previously.

Ex-Parte Communication:

- Chair Graham stated she drove by the property with Director Cruz, is familiar with the property from a previous hearing.
- Member Auth spoke to Director Cruz on the phone about the property.
- Member O’Kane stated he had no ex-parte communication.
- Member Dines stated she had visited the property and met with Director Cruz.
- Vice Chair Newman stated he had no ex-parte communication but is a neighboring property.
- Alternate Member E.B. Smith stated he visited the property and had no ex-parte communication.

Director Ruben Cruz introduced the application of 252 South Beach Road and provided background information as well as his recommendations.

Town Clerk Kogos swore in Attorney Jared Gaylord.

Attorney Jared Gaylord, representing Edward Hamm, greeted the Board. He began his presentation by displaying aerial photographs of the property and provided history of the property and prior application approvals. He reviewed the site location and photographs of the existing gate. He also corrected a typo in the materials, noting the proposed gate would be setback 15’ from the edge of pavement and 10’ setback from the right-of-way, for a total of 25’. Attorney Gaylord displayed photographs of the existing coral walls and proposed location for the new entrance.

Attorney Gaylord displayed the construction staging plan, displaying the new entrance, wall, and gate opening along South Beach Road. He reviewed the buffer enhancement plan and variance standards.

Chair Graham inquired about coordination of redevelopment of 252 South Beach Road with 251-255 South Beach Road properties. Attorney Gaylord explained the intent is to have architecturally similar designs on all properties. Discussion ensued about the properties.

Attorney Gaylord explained to the Board specifically the two requests.

Director Cruz asked for clarification of the setback measurement of the proposed gate. Attorney Gaylord explained his calculation of the setback. It was clarified that the gate will be setback 10’ from the right-of-way with a total of 25’ from the edge of road to the gate.

Public Comment:

There was no public comment.

Alternate Member Flinn asked about the existing two single-family homes. Attorney Gaylord provided clarification that anything forthcoming would fall in the existing zoning criteria of single-family home.

MOTION: *Newman/Auth moved to approve the request for variance to fill the 13’5” gap coral wall to close the former entrance as well as the 12’ height.*

ACTION: *The motion passed 5-0.*

MOTION: *Auth/Newman moved to approve the request for variance regarding the location of the proposed gate that will encroach in the front setback.*

ACTION: *The motion passed 5-0.*

4. Other Items

A. Next Meeting – April 25, 2024- To be determined

The Board established that all members plan to attend the April meeting.

B. Other Items

No other items were discussed.

The meeting was adjourned at 9:51 a.m.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
IMPACT REVIEW COMMITTEE MEETING
THURSDAY, APRIL 4, 2024**

TIME: Thursday, April 4, 2024 – 9:00 a.m.

PLACE: Town Hall – Island Room

PRESENT: Present at Town Hall were Vice Chair Judy Holden, Members Val McNeely, Eleanor Seaman, Jennifer Madden, and Alternate Member Marshall Field V. Also present were Building Department Director Catherine Harding, Planning and Zoning Director Ruben Cruz, Town Clerk Kimberly Kogos, and Town Attorney Thomas Baird

Vice Chair Holden called the meeting to order at 9:01 a.m.

Vice Chair Holden read for the record Article X, Division II, Section 2.00 of the Land Development Regulations regarding the purpose of the Impact Review Process. Members of the Committee and staff introduced themselves. Ms. Holden established a quorum, introducing the Committee members, Town Attorney Thomas Baird, Town Clerk Kimberly Kogos, Building Director Catherine Harding and Planning and Zoning Director Ruben Cruz. She also established voting members.

Town Clerk Kogos swore in those intending to speak including Attorney Jared Gaylord of Marc R. Gaylord, P.A., Cecilia de Grelle of Cecelia de Grelle Landscape Design; Richard Rutledge of Innocenti and Webel; Lauren Welsh; Kyle Papky of PBB Construction; Thomas Asaad; Mark Powell of Isiminger and Stubbs Engineering, Inc; Bennett Brooks of Brooks Acoustics Corporation; Chad Gruber of Gruber Consulting Engineers; Director Catherine Harding; and Director Ruben Cruz.

1. Minutes of the meeting held January 4, 2024

MOTION: *McNeely/Field V moved to approve the minutes of the January 4, 2024, IRC meeting, as presented.*

ACTION: *Motion passed 5-0.*

2. Minutes of the meeting held January 29, 2024

MOTION: *McNeely/Field V moved to approve the minutes of the January 29, 2024, IRC meeting, as presented.*

ACTION: *Motion passed 5-0.*

3. 185 South Beach Road

The application of Langdon Vista, LLC, was represented by Attorney Gaylord which included proposed construction of a new, two-story residence with a basement consisting of a garage area, storage spaces, a mechanical/storage room, laundry room, recreation room, 2 half baths, elevator and other non-habitable space. Also proposed is a one-story guest cottage with basement consisting of a mechanical/pool room and laundry room, a new pool and pool terrace, driveways and motor courts along with associated landscape and hardscape. There will be a new septic system and exfiltration trench system including 4 trenches and a new proposed dune crossover.

Ex-Parte Communication

- *Member McNeely stated that she had visited the property with Director Cruz, read all materials, and had no ex-parte communication.*
- *Vice Chair Holden stated that she also had visited the property, read all materials, and had no ex-parte communication.*
- *Member Seaman stated that she visited the property, read all materials, and had no ex-parte communication.*

- Member Madden stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.
- Member Field, V stated that he visited the property with Director Cruz, read all materials, and had no ex-parte communication.

Director Cruz introduced the application and provided background information. He noted the application had been heard and approved by the Board of Adjustment (BOA). All other technical criteria was reviewed and addressed by the applicant. Mr. Cruz also noted that the application had gone through Development Review Committee (DRC) process and noted that the following conditions were proposed:

- A silt screen shall be installed and maintained along the front, side, and rear yard area facing the ocean.
- A Construction Buffer and fence/mesh screening shall be installed prior to commencement of construction and maintained during construction.
- A dumpster and portable toilet shall be screened from public view.
- Additional comments may be added at anytime during the review process (i.e., Building Permit, etc.).
- Additional requirements may also be requested prior to issuance of Building Permit (i.e. DEP permit).

Vice Chair Holden questioned if the basement was included in the square footage calculation. Director Cruz confirmed the locations that were calculated in the proposed floor area.

Attorney Jared Gaylord representing property owners Tom and Jenny Hill, introduced himself and his clients along with the project team. He began his presentation by providing aerial photographs and a survey of the property. He displayed the site plan of the proposed structures noting that the second story of the main house to be of low impact to the neighbors. He provided the main house basement plan and explained how the floor area was calculated, addressing Vice Chair Holden's earlier question. Attorney Gaylord presented the first and second floor plans along with elevations of the main house. He continued by reviewing the proposed guest cottage followed by site data calculations and current site photographs.

Ms. de Grelle reviewed the landscape plans beginning with the tree relocation plans, followed by the construction staging plan and elevations. She displayed the hardscape plan showing the two driveways and proposed materials. She explained two water features, a generator and equipment spaces. She also reviewed the landscape plan and elevations of the planting materials.

Alternate Member Field V asked about the height of the trees. Ms. de Grelle explained that the height of the proposed trees reflects when they are planted vs. when they are mature.

Vice Chair Holden asked when construction will commence. Attorney Gaylord replied the intent is to start on May 1, 2024.

Member McNeely requested information regarding irrigation. Ms. de Grelle stated that there is temporary irrigation in place although Member McNeely stated that she had noticed some wilted plants. Ms. de Grelle agreed that those plants will require extra irrigation.

Vice Chair Holden inquired about the landscaping timeline, which Ms. de Grelle confirmed would occur immediately, being followed by final landscaping once there is no risk of construction damage. She indicated the construction staging will be completed by November.

Public Comment:

There was no public comment.

MOTION: *Field V/ McNeely moved to approve the application subject to all five (5) staff conditions as stated in the staff memorandum, and as meeting the standards of Article X, Division II, Section 2.02 for impact review.*

ACTION: *Motion passed 5-0.*

4. 252 South Beach Road

The application of Mr. Edward Hamm, Jr., Trustee of the Edward Hamm Jr. Revocable Trust, was presented by Jared Gaylord, Esq. of Marc R. Gaylord, P.A., requesting the proposed installation of a coquina wall where an existing gate and driveway entrance is located and relocating an existing gate being relocated to an area where a new southern driveway entrance will be installed.

Ex-Parte Communication:

- *Member McNeely stated that she has seen the wall, attended the BOA meeting last week, read all materials, and had no ex-parte communication.*
- *Vice Chair Holden stated that she walked the wall, read all materials, and had no ex-parte communication.*
- *Member Seaman stated that she visited the site with Director Cruz, read all materials, and had no ex-parte communication.*
- *Member Madden stated that she visited the site with Director Cruz, read all materials, and had no ex-parte communication.*
- *Member Field V stated that he visited the site with Director Cruz, read all materials, and had no ex-parte communication.*

Director Cruz introduced the application and provided background information. He explained that the application had been heard and approved by the BOA. He noted the review process and explained the following staff conditions of approval which included:

- A Construction Buffer and fence/mesh screening shall be installed prior to commencement of construction and maintained during construction.
- The dumpster and portable toilet shall be screened from public view.
- Additional comments may follow anytime during the review process (i.e., Building Permit, etc.).
- Additional requirements may be requested prior to issuance of Building Permit.

Attorney Gaylord greeted the Committee and introduced the project which also included Ms. de Grelle. He explained the details of the application and provided aerial photos along with the survey of the property. He also provided site photographs of the existing property, including the gate and coral wall. He reviewed the construction staging plans, plans for the proposed wall and gate, as well as the buffer enhancement plans.

Vice Chair Holden asked about the new wall addition and if the wall could be cosmetically aged to blend with the older wall. Ms. de Grelle explained that buttermilk can be sprayed on the wall to encourage the development of mildew.

Public Comment:

There was no public comment.

Town Attorney Baird noted the three conditions included in the application memorandum provided by Public Safety Officer Frank Lasaga.

MOTION: *McNeely/ Field V moved to Approve the application based on the testimony presented and the plans submitted, including the staff and fire marshal conditions included in the memorandums, as meeting the standards of Article X, Division II, Section 2.02 for impact review.*

ACTION: *Motion passed 5-0.*

5. 8 Isle Ridge

The application of Daniel E. Smith Jr. and Elizabeth G. Riley, was presented by Jared Gaylord, Esq. of Marc R. Gaylord,

P.A., requesting the proposed installation of a new black gate on the property, explaining a recent trespassing incident which became the catalyst for the request.

Ex-Parte Communication

- Member McNeely stated that she visited the property with Director Cruz, read all materials, and was with Ms. Riley the day after the incident occurred.
- Vice Chair Holden stated that she visited the property with Director Cruz, read all materials, and spoke to Ms. Riley after the incident occurred.
- Member Seaman stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.
- Member Madden stated that she visited the property with Director Cruz, read all materials, and had no ex-parte communication.
- Member Field V stated that he visited the site with Director Cruz, read all materials, and had no ex-parte communication.

Director Cruz introduced the application and provided background information, noting that the memorandum included the following staff recommendations:

- Any dumpster and/or portable toilet shall be screened from public view.
- Additional comments may follow anytime during the review process (i.e., Building Permit, etc.).
- Additional requirements may be requested prior to issuance of Building Permit.

Attorney Gaylord provided a brief explanation of the application of a newgate.

Public Comment:

There was no public comment.

MOTION: *McNeely/Seaman moved to approve the application based on the testimony presented and the plans submitted, including staff and fire marshal conditions as included in the memorandums, as the application meets the standards of Article X, Division 2, Section 2.02 for impact review.*

ACTION: *Motion passed 5-0.*

6. Other Items

- a. Next Meeting – May 2, 2024

Vice Chair Holden asked the members to bring their June-November availability to the next meeting.

- b. Other matters

7. Adjournment

Vice Chair Holden adjourned the meeting at 10:07 a.m.

Respectfully submitted,

Kimberly Kogos, Town Clerk

**MINUTES
TOWN OF JUPITER ISLAND
SCHOLARSHIP COMMITTEE MEETING
APRIL 17, 2023 – 9:30 A.M.
TOWN HALL CONFERENCE ROOM**

PRESENT: Charlotte Johnson, Chair
Barbara Carr
Sarah Colley
Angelo Schiralli
Penelope Townsend

STAFF: Carol Hazel, Recording Secretary

All five committee members were present for the meeting. The purpose of the meeting was to review the four 2023 scholarship applications received from children of Town employees.

1. WELCOME

Chair Johnson called the meeting to order at 9:30 a.m. and welcomed the members.

Chair Johnson and Member Schiralli announced his resignation from the Committee. Member Schiralli stated he was delighted to serve on the Committee but was unable to continue due to his business and travel commitments. The Members discussed several potential replacement candidates to recommend to the new Mayor for nomination to the Committee.

2. MINUTES OF THE MEETING HELD ON MAY 3, 2022

Member Townsend requested to correct the school year for applicant Tayler Melton on page 3 of the minutes of the May 3, 2022 meeting. Motion to approve the minutes as amended made by Member Schiralli, seconded by Member Townsend, approved 5-0.

3. FINANCIAL REPORT

The current balance in the Town's Scholarship Fund (endowment) was \$15,097.74. The members discussed the pool of upcoming applicants which was now out of date and requested Recording Secretary Hazel to have staff provide an updated census of children of Town and SMRU employees.

The members also discussed updating the current draft fundraising letter and sending the revised letter to the residents to raise funds to augment the amount remaining in the Scholarship Fund.

The members discussed whether the current \$2000 maximum scholarship award was still appropriate due to the current state of the economy and rising tuition and expense levels for the students. Motion to raise the current maximum level \$500 to a total of \$2500 made by Member Townsend, seconded by Member Carr, approved 5-0.

4. REVIEW AND DISCUSSION OF THE FOUR SCHOLARSHIP APPLICATIONS FOR THE UPCOMING 2023-2024 ACADEMIC YEAR

Prior to each individual applicant's consideration, the Committee called in Beach Protection District Director John Duchock to discuss the financial award stipulations of the Florida Bright Futures Scholarship Program as both of his daughters were recipients of the award.

Mr. Duchock reviewed the Program, which provides the awardee 100% coverage of tuition, course-related expenses, and on-campus fees when attending a Florida public postsecondary institution. The expense of off-campus housing is not included as a program benefit. It was reported that per IRS rules unused funds from outside scholarships awarded to these students sent directly to the awardee's account at the university are refunded to the applicant and are taxable unless returned to the outside agency.

The members thanked Mr. Duchock for the explanation.

The Committee members then proceeded to the review of each Scholarship application.

Jack Ungerland

Jack is a returning applicant and scholarship awardee returning for his fourth year of eligibility. He is the son of Bonnie Ungerland, Accountant at the Town Hall. He recently graduated with a Bachelor's degree from Florida Atlantic University (FAU) majoring in Exercise Science and Health Promotion. However, he still must pass additional testing and qualification this summer before he can enroll in his graduate program. Therefore, at this time, it is unknown which university will accept him into their graduate program to continue his studies and training.

Member Mayor Townsend interviewed Jack in 2022. She stated that he is very focused on his career, organized, diligent in his efforts and speaks well. Following further review among the members regarding Jack's scholarship application, Member Schiralli moved to award Jack a \$2500 scholarship contingent on receipt of his acceptance letter to his full time Graduate program. Seconded by Member Carr and approved 5-0.

Sophia Kogos

Sophia is completing her Junior year of undergraduate studies. Member Mayor Townsend interviewed Sophia in the past. She stated that Sophia is extremely well spoken, focused and works hard to be successful. Member Mayor Townsend moved to award Sophia a \$2500 scholarship as long as her Spring grades qualify her to participate in the Town's Scholarship Program. Seconded by Member Schiralli and approved 5-0.

Elizabeth and Kaili Duchock

Both of John Duchock's daughters are the recipients of Florida Bright Futures Scholarships. Prior to discussion related to Town scholarship awards for them, as noted above, John came into the room and spoke with the Committee members to clarify what the Bright Futures Scholarships cover; what outside scholarship awards, which go directly to the School, can be used for; and the IRS implications. It was noted that IRS rules do not allow deductions for off-campus housing. The Members also reviewed a memorandum from Town Manager Michael Ventura, which provided additional clarification regarding what are qualifying expenses per IRS rules.

Member Mayor Townsend recommended awarding both Elizabeth and Kaili \$500 scholarships to cover books and other college-related incidentals not covered by the Bright Futures scholarships. There was no second. Following discussion, the Committee members agreed reluctantly that based on their discussion with John Duchock and their interpretation of the IRS rules, neither Elizabeth nor Kaili could qualify for a Town-awarded scholarship grant. The letters to them in response to their applications should offer the Committee's congratulations on their accomplishments and express its regrets and the reasoning for the denial of a financial award.

Candidate Interviews

As there were no new applicants this year and the current awardees had maintained their grades and qualifications for the program, the Committee members agreed that interviews of the applicants would not be required.

Other Considerations

The members discussed the importance of the students' timely and well-prepared presentation of the required documentation submitted with their applications, as well as that the application submitted does contain all the required documentation including required references.

5. OTHER ITEMS

Future Funding

The members discussed the proposed fundraising letter to Jupiter Island residents and distributing it to Jupiter Island residents by US mail and email. No scholarship funding has been solicited for about 10 years, and the balance of fund is dwindling for future scholarship awards. The members discussed the founding of the Scholarship Committee and its purpose, which began in 1985. The Committee members agreed to draft, approve and send Jupiter Island residents an updated letter in Spring noting the Committee's history and purpose and soliciting donations to maintain the Fund into the future.

Committee Membership

The members discussed potential candidates to fill the seat held by Angelo Schiralli, who had announced his resignation earlier in the meeting. The members discussed other residents who might be interested in serving on the committee.

6. ADJOURNMENT

There was no additional discussion, and the meeting was adjourned at 11:30 a.m.

Respectfully Submitted,



Carol Hazel, Recording Secretary

MINUTES
BEAUTIFICATION COMMITTEE MEETING
MARCH 5, 2024, 9:00 A.M.
TOWN HALL CONFERENCE ROOM
(Approved as amended at Item 6, April 30, 2024)

PRESENT: Committee Members: Staff: Stuart Trent, Director of Public Services
 Ken McBrayer, Chair Carol Hazel, Recording Secretary
 Deane Blazie
 Stephanie Flinn
 Judy Light
 Rick Redmond
 Nancy Rowden
 Joyce Vicenzi

1. WELCOME AND MEMBER UPDATE

Chair McBrayer called the meeting to order at 9:04 a.m. Introductions were made. New Committee members present were Judy Light and Rick Redmond. New member Henrietta Fridholm was unable to attend due to a conflict with preparations for the upcoming Jupiter Island Garden Club Flower Show.

2. APPROVAL OF MINUTES OF MEETING HELD APRIL 18, 2023

The minutes of the above Beautification Committee meeting were approved as presented.
MOTION – Member Redmond, SECOND – Member Vicenzi, APPROVED 7-0.

3. FINANCIAL STATEMENT UPDATE

Stuart Trent, Director of Public Services, reviewed the Beautification Fund financial statement, explained the history of the Beautification Fund and what the funds can be used for. Any expenditure over \$500 must be pre-approved by the Town Commission. The current Fund balance is \$163,572. The members briefly discussed transferring the funds to a money market account, in order to accrue interest in the funds on deposit.

4. TOWN-OWNED PROPERTY REVIEW

Director Trent presented a photographic review of Town-owned properties eligible for Beautification funds, noting which areas would gain the most benefit from the expenditure of those funds. The areas reviewed include plantings around the Town Hall and School House property, the Town Hall Ficus canopy, and the Bridge Road Ficus Allée. He also reported that the area of the old Town Hall on Bunker Hill Road would be a good location to enhance if the Beautification Committee so desired.

The Committee members and Director Trent also addressed the roadside appearance of several areas on the Island. Chair McBrayer and Member Redmond suggested a review of the 45 acres and Coast Guard properties and communicating with the managers responsible for those areas regarding potential enhancements. Director Trent reported that Bill Miller, the area manager for

the Fish and Wildlife Service, prefers to leave their areas natural and unenhanced. He also reported that the Town has an 80-foot-wide right-of-way along North Beach Road and that some residents have indicated that they do not want any additional trimming along that area. Member Rowden reported that area is an ongoing problem, although they do trim the seagrapes along the Coast Guard property every year. Director Trent also reported that Fish and Wildlife was planning to remove Australian pines next to Mrs. Vicenzi's property, and it was his recommendation that Fish and Wildlife meet with Town Hall staff before getting into work on that project.

Regarding a comparison with the attractive landscaping along properties in the 300 block, Director Trent reported that there is no right-of-way in that area and that those residents' property extends to the roadway. Additionally, Chair McBrayer recommended that the Town look into whether the North Beach properties can be enhanced. He also requested that the Committee members keep their eyes open to other areas of the Island for opportunities to make a difference in the appearance.

5. FICUS ALLÉE

Director Trent and the Committee members reviewed current conditions and long-range planning for the Ficus Allée. He reported that the whiteflies are being treated and that the health of the trees is being well managed. Fungus has not been a problem. However, there are concerns regarding salt burn from onshore winds and rain causing long-term effects regarding fungus. Director Trent also reported that no silver bullet has been found to counter the hypoxylon threat, and that one tree in Isle Ridge circle was already lost from that disease. In general, the Town is trying to find and implement a long-term plan for the trees, and hopefully there will be no tree loss impact from future hurricanes.

The members discussed current conditions and concerns specifically related to the Ficus Allée, including conditions among the existing trees. Suggestions to alleviate concerns with the trees were discussed, including adding nutrients, hiring an agronomist or other tree specialist, and sourcing and growing replacement trees to install as needed.

Chair McBrayer requested the process if the Town wants to go forward with a long-term plan. Director Trent reported that he will solicit pricing in time for the next Beautification Committee meeting. By consensus, the Committee members agreed to pursue long-term planning for the Allée. Director Trent also reported that the Town will need to get a consultant engaged to develop a long-range plan for the area.

Strangler Fig Transplant Review – Chair McBrayer noted that it appears the urgency for the Ficus Allée has been abated for now. Regarding future Ficus tree replacements, Director Trent reported that they were still trying to find a local source for native grown Strangler Fig trees, to determine the cost per tree and contracted services to help grow and maintain them, and the feasibility of funding replacements with tax dollars. He reported that one tree transplanted from the SMRU property as well as another transplanted tree are doing well and developing quickly, although salt spray does present a negative impact. He also reported that there is no need for concern regarding the palm tree growing out of the center of the transplanted tree as it is intended to be there and will not harm the tree.

Hobe Sound Drawbridge Replacement – Director Trent briefly reviewed the proposed project to replace the Drawbridge. The current bridge is second hand from the Hollywood area and is beyond its useful life. The type of replacement is still under consideration and much of the planning is still to be determined. Director Trent thinks the new bridge will be an in-kind replacement with the addition of bike and walking lanes. The project is in its early planning stages, and impacts of the new bridge on the hillside, vegetation, etc. are still undetermined. At this time, the project is proposed for five to ten years in the future.

Town Hall Landscaping Review – Director Trent reviewed ideas for ornamental planting around the Town Hall. He noted that the Town welcomes suggestions and recommendations regarding specific plants and planting locations. Many of the current plants, e.g. Phoenix roebelenii and clusia have not performed well. Replacement plants must be shade tolerant. Director Trent also reported that the Town is planning to replace the Town Hall pavement this summer.

Chair McBrayer expressed feelings that the current plantings are too dense and the planted areas need air movement. If the Town wants a canopy, he suggested Strangler fig or a palm or Mahogany allée.

6. OTHER ITEMS

Member Redmond posed a question who maintains the Beach parking lot. Director Trent responded the Town enhances the right-of-way from time to time, otherwise the area is Martin County's responsibility. Member Vicenzi recommended that additional parking space be made available to accommodate beachgoers.

Chair McBrayer requested the pulse of the group regarding future meetings. He recommended two meetings per year. Director Trent recommended an April meeting if he can get a draft long-range plan. Following an April meeting, it was recommended the next meeting be held this November.

No additional items were discussed.

7. ADJOURNMENT

There was no further discussion, and Chair McBrayer adjourned the meeting at 10:05 a.m.

Respectfully submitted,

Carol Hazel

Carol Hazel
Recording Secretary



Jupiter Island Public Safety Department
April 2024
Activity Report

Agenda Item 1Be



Monthly Activity

	April 2023	April 2024	YTD - 2023	YTD - 2024
<i>Calls for Service</i>	171	111	646	561
<i>Arrests</i>	0	3	1	5

Traffic Activity

	April 2023	April 2024	YTD - 2023	YTD - 2024
<i>Traffic Stops</i>	65	61	253	266
<i>Vehicle Citations</i>	9	12	34	34
<i>Parking Citations</i>	9	8	22	54
<i>Vehicle Crashes</i>	1	1	6	5

Major Crimes

<i>Crime Type</i>	April 2023	April 2024	YTD - 2023	YTD - 2024
<i>Robbery</i>	0	1	0	1
<i>Burglary</i>	0	0	0	0
<i>Theft</i>	0	0	0	1
<i>Auto Theft</i>	0	0	0	0
<i>Assault</i>	0	0	0	0
Total	0	1	0	2

Other Crimes

<i>Type</i>	April 2023	April 2024	YTD - 2023	YTD - 2024
<i>Fraud</i>	0	0	1	0
<i>Drug Violations</i>	0	0	0	0
<i>Trespassing</i>	0	0	1	0
<i>Vandalism</i>	0	0	0	0
<i>Disorderly Conduct</i>	0	0	0	0
<i>Lewd & Lascivious</i>	0	0	0	0
Total	0	0	2	0



Jupiter Island Public Safety Department
April 2024
Activity Report



Code Compliance

<i>Violation Type</i>	April 2023	April 2024	YTD - 2023	YTD - 2024
<i>Parking in Right of Way</i>	-	16	-	50
<i>No Flag Persons Present</i>	-	1	-	10
<i>Working Outside Hours</i>	-	1	-	3
<i>Work with No Permit</i>	-	0	-	0
<i>All Other Violations</i>	-	2	-	12
Total Violations	-	20	-	75

ALS Fire Rescue Responses

Medical calls this month	5	Avg. response time	2.9 minutes
Fire calls this month	7	Avg. response time	2.6 minutes

Criminal Activity

Traffic Arrest / Case #2024-00004349; April 9, 2024; During a lawful traffic stop, the Driver was placed under arrest and transported to the Martin County Jail for the offense of Driving While License Expired for More Than 6 months. Records indicated the subject's license had been expired for 16 years. The vehicle was towed from the scene.

DUI Arrest/Assist Other Agency, MCSO / Incident # 24-00004531; April 14, 2024; A vehicle was observed stopped along the roadway in the 100 block of S Beach Rd. When officers approached the driver, he appeared to be intoxicated and the vehicle appeared to have fresh front end damage. A check of the area revealed fresh damage to landscape in front of a residence in the 100 block of S Beach Rd. A roadside field sobriety test was conducted by a MCSO deputy and the subject was placed under arrest for DUI. The vehicle was towed from the area.

Robbery by Sudden Snatching/Battery / Case #2024-00004553; April 14, 2024; An altercation occurred at the Hobe Sound Public Beach over a parking dispute that resulted in the subject snatching a cellphone from the victim's hand and pushing her. Corroborating statements were collected from witnesses and the subject was issued a trespass warning for the public beach by the MCSO. JIPSD sought an arrest warrant for the charge of Robbery by Sudden Snatching for the taking of property by force with the intent to deprive the owner of its use and Battery for intentionally touching or striking the victim without consent. The warrant was issued on Wednesday, April 24, and the subject turned herself in to the Martin County Jail on Thursday, April 25.



Jupiter Island Public Safety Department
April 2024
Activity Report



Traffic Arrest / April 18, 2024; During a lawful traffic stop, the driver was placed under arrest and transported to the Martin County Jail for the offense of Operating a Motor Vehicle While License Suspended or Revoked with knowledge. The driver had been issued a criminal citation the day before by the Jupiter Police Department for the same offense. The vehicle was towed by East Coast Towing.

Traffic Arrest / April 22, 2024; During a lawful traffic stop, the driver was issued a criminal traffic citation with a mandatory court appearance for the offense of Operating a Motor Vehicle with an Expired Driver's License (More than 6 months). The vehicle was turned over to a licensed driver.

Traffic Arrest / April 26, 2024; During a lawful traffic stop, the driver was issued a criminal traffic citation with a mandatory court appearance for the offense of Operating a Motor Vehicle While License Suspended or Revoked. The vehicle was turned over to a licensed driver.

Hobe Sound Beach Statistics

<i>Calls for Service- Day</i>	4	<i>Avg. length of patrol</i>	113 minutes
<i>Calls for Service- Night</i>	2		
<i>ATV Beach Patrols</i>	5		
<i>Patrols</i>	85		
<i>Traffic Stops</i>	5		

Hobe Sound Beach Activity

DAYTIME 7am-7pm

Suspicious Person / April 5, 2024, at 10:04 am, MCSO Dispatch received a call of a suspicious person in a vehicle in the parking lot of the public beach. JIPSD responded and the vehicle was gone upon arrival.

Obstructed Roadway/Parking Lot / April 6, 2024, at 3:20 pm, MCSO dispatch received a call of a car blocking the roadway in the parking lot of the public beach. Handled by MCSO.

Disturbance / April 14, 2024, at 12:16 pm, MCSO Dispatch received a call of a disturbance in the parking lot of the public beach. JIPSD Officers were already on scene when the call was received. See: Case #2024-0000455; Robbery by Sudden Snatching/ Battery call on the Criminal Activity Report.

Disturbance / April 21, 2024, at 4:34 pm, MCSO Dispatch received a call of a subject fishing where kids are swimming. JIPSD responded and made contact with the subjects. The fisherman was



***Jupiter Island Public Safety Department
April 2024
Activity Report***



fishing outside the guarded area and the children were advised to move to the guarded beach to swim.

NIGHTTIME 7pm-7am

Disturbance/Fireworks / April 26, 2024, at 11:01pm, JIPSD Officers observed fireworks in the area of the public beach. Contact was made with the subjects on the beach behind 7 S Beach. They were issued a verbal warning and ordered to cease, clean up and leave the area.

Police Service Call / April 27, 2024, at 9:01pm, JIPSD officers were flagged down in the parking lot of the public beach in reference to possible fishing violations. No violations found.

Building Department Activity Report
2024

Monthly Report



Month		Calendar Year Totals	January		February		March		April		Year to Date	
Category	Item	Jan 2023- Dec 2023	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount
Year	Previous / Current		2023	2024	2023	2024	2023	2024	2023	2024	2023	2024
Permits & Fees	Building Permits Issued	238	15	13	14	13	12	14	13	22	41	40
	Value of Construction	\$83,737,334.31	\$428,775.60	\$989,367.10	\$918,312.10	\$232,182.00	\$2,277,301.07	\$1,146,487.16	\$615,374.75	\$3,666,900.00	\$4,239,763.52	\$6,034,936.26
	Cost Certification Fees	\$324,306.91	\$41,258.00	\$0.00	\$1,581.72	\$8,598.30	\$29,445.68	\$711.30	\$0.00	\$11,787.10	\$72,285.40	\$21,096.70
	Permit Extension Fee (1%)	\$10,742.74	\$0.00	\$0.00	\$750.00	\$0.00	\$9,892.74	\$518.34	\$0.00	\$34,489.69	\$10,642.74	\$35,008.03
	Permit Expansion Fees	\$22,407.42	\$247.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00	\$10,247.50	\$0.00
	Work Without a Permit Fee	\$1,430.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.00	\$0.00	\$38.00	\$0.00
	Permit Fees (2%)	\$1,678,378.73	\$8,595.52	\$23,068.37	\$18,366.24	\$5,076.33	\$45,546.02	\$22,929.74	\$12,367.50	\$82,649.26	\$84,875.28	\$133,723.70
	Total Permit Fees	\$2,037,266.56	\$50,101.02	\$23,068.37	\$20,697.96	\$13,674.63	\$84,884.44	\$24,159.38	\$22,405.50	\$128,926.05	\$178,088.92	\$189,828.43
Applications Received												
	DRC	14		0		1		0		4	14	5
	IRC	20		3		4		2		1	20	10
	BOA	7		0		3		1		0	7	4
Inspections												
	Inspections	1100	79	66	53	78	73	51	40	37	245	181
	Final Inspections	321	19	20	13	27	22	19	19	25	63	91
	Certificate of Occupancy	4	0	2	0	0	0	3	0	2	0	5
	Permits Finaled/Closed	196	17	15	11	16	16	16	12	12	56	59
Other												
	Demolition Permits	8	0	0	0	0	0	0	0	0	0	0
	Locate Tickets	963	68	50	65	44	71	89	108	86	204	269

To: Mayor and Commission

Re: April 2024, Building Department Report

The building department collected about \$10,000 more in fees over the last year at this time. It looks to be a strong year.

We have cleared all the applicants that were held up due to ZIP. They Were released because they came into our office prior to ZIP being implemented. They have all been processed through the Impact Review Committee and we are ready to issue permits. New applications involving ZIP will not be processed until the study is complete.

Ordinance 393, eliminating the 1,000-foot bonus for living space utilized in development applications is in effect. All applicants that were processed prior to the Ordinance being adopted were processed and have gone through the Impact Review Committee. All new applications for development approval going forward will be processed under the new criteria.

Our code compliance is functioning as intended and Frank is keeping a close watch on the new construction. He will be monitoring the resulting demolition to ensure they are working in conformance with the requirements of the Land Development Regulations.

Our staff continues to process permits as they are received in a timely manner. The new programs in BS&A are functioning as intended and we are receiving small scale applications on the website. A further upgrade to the system is in the planning where we will send and receive large plans over our website.

Respectfully submitted,

Catherine Harding

Building, Planning, and Zoning Director



Monthly Building Permits Issued

05/01/2024

Agenda Item 1Bf

A/C Change Out

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11651	JOHN W. MASON	25 S BEACH RD	35-38-42-009-085-02090-7	\$6,213.00	\$128.26	\$128.26

Total Fees For Type: \$128.26
Total Construction Value For Type: \$6,213.00
Total Permits For Type: 1

Alteration - Area Increase

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11618	WALTER MCCORMACK	36 RIVERVIEW RD	35-38-42-008-000-00160-6	\$2,300,000.00	\$47,150.00	\$47,150.00

Total Fees For Type: \$47,150.00
Total Construction Value For Type: \$2,300,000.00
Total Permits For Type: 1

Alteration - No Area Increase

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11654	MCBRAYER, KENNETH D & JU	124 N BEACH RD	35-38-42-004-022-00040-0	\$120,000.00	\$2,460.00	\$2,460.00
P11653	BAGBY CHARLES P & CANDIC	46 S BEACH RD	35-38-42-009-079-01510-4	\$70,000.00	\$1,435.00	\$1,435.00
P11621	PETER AND PENELOPE TOWN	105 HARBOR WAY	35-38-42-018-000-00030-2	\$7,000.00	\$144.10	\$144.10

Total Fees For Type: \$4,039.10
Total Construction Value For Type: \$197,000.00

Electric

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11643	JEFFREY A LEVITETZ REV TR	67 N BEACH RD	35-38-42-004-000-02510-3	\$2,000.00	\$44.00	\$44.00
P11657	Mr & Mrs Craig Donaldson	161 S GOMEZ RD	35-38-42-009-118-00560-1	\$9,720.00	\$199.32	\$199.32

Total Fees For Type: \$243.32
 Total Construction Value For Type: \$11,720.00
 Total Permits For Type: 2

Fence, Walls, Gates

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11632	COLLIER JUPITER LLLP	330 S BEACH RD	35-38-42-002-122-00681-4	\$7,500.00	\$154.25	\$154.25

Total Fees For Type: \$154.25
 Total Construction Value For Type: \$7,500.00
 Total Permits For Type: 1

Gas

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11650	KENNETH AND JOYCE VIRET	3 HARBOR WAY	35-38-42-033-000-00020-0	\$13,426.00	\$275.24	\$275.24

Total Fees For Type: \$275.24
 Total Construction Value For Type: \$13,426.00
 Total Permits For Type: 1

Miscellaneous

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11656	MICHAEL S. POULOS	41 N BEACH RD	35-38-42-004-000-02390-8	\$90,000.00	\$1,845.00	\$1,845.00
P11628	Mr & Mrs William G Brown	207 S BEACH RD	35-38-42-009-130-01410-6	\$33,343.00	\$683.53	\$683.53
P11647	JUPITER ISLAND HOLDINGS I	1 ESTRADA RD	35-38-42-009-131-00700-5	\$75,000.00	\$1,537.50	\$1,537.50

New Pool

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11641	MICHAEL S. POULOS	41 N BEACH RD	35-38-42-004-000-02390-8	\$150,000.00	\$3,075.00	\$3,075.00
P11620	JUPITER ISLAND COMPOUND	310 S BEACH RD	35-38-42-002-119-00650-7	\$375,000.00	\$7,687.50	\$7,687.50

Total Fees For Type: \$10,762.50
Total Construction Value For Type: \$525,000.00
Total Permits For Type: 2

Pool Renovation/Repair

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11635	JAMES AND MARYELLEN MAY	101 RABBIT RUN	35-38-42-009-092-00040-8	\$16,140.00	\$330.87	\$330.87

Total Fees For Type: \$330.87
Total Construction Value For Type: \$16,140.00
Total Permits For Type: 1

Roof/Reroof

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11637	THE LONGTAIL JUPITER TRUS	15 N BEACH RD	35-38-42-004-005-00010-1	\$116,966.00	\$2,397.80	\$2,397.80
P11644	FLINN, LAWRENCE JR	160 GOMEZ RD	35-38-42-009-111-00120-9	\$0.00	\$9,544.04	\$9,544.04
P11646	JOHNSON HOWARD B	186 GOMEZ RD	35-38-42-009-114-00240-8	\$208,300.00	\$4,270.15	\$4,270.15

Total Fees For Type: \$16,211.99
Total Construction Value For Type: \$325,266.00
Total Permits For Type: 3

Small Window/Door

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11639	SKINNER JAMES A & KATHLE	398 S BEACH RD	35-38-42-025-000-00010-0	\$37,062.00	\$759.77	\$759.77
Total Fees For Type:						\$759.77
Total Construction Value For Type:						\$37,062.00
Total Permits For Type:						1

Utility

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11634	TOWN OF JUPITER ISLAND	COMCAST	99-99-99-999-999-99999-9	\$0.00	\$0.00	\$0.00
Total Fees For Type:						\$0.00
Total Construction Value For Type:						\$0.00
Total Permits For Type:						1

Windows, Doors, Shutters, Misc

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11640	ALLEN, PHILIP D & ELISABET	61 S BEACH RD	35-38-42-009-089-00030-6	\$9,730.00	\$199.52	\$199.52
P11617	SARAH CHOCOLA	174 GOMEZ RD	35-38-42-009-113-00190-0	\$19,500.00	\$399.75	\$399.75
Total Fees For Type:						\$599.27
Total Construction Value For Type:						\$29,230.00
Total Permits For Type:						2

Report Summary

Population: All Records	Grand Total Fees:	\$84,720.60
Permit.DateIssued in <Previous month>	Grand Total Construction Value:	\$3,666,900.00
[04/01/24 - 04/30/24]	Grand Total Permits:	22



Certificate of Occupancy List

CofO Number	Status	Issued To	Address	CofO and Permit Dates			
OF24-0006	ISSUED (FINAL)	MR. AND MRS. GIORDANO	100 N BEACH RD	CO Date Apply:	04/01/2024	CO Date Finald:	04/01/2024
Permit Number P10993	Applicant Name F & D Wilberding Inc	Contractor F & D Wilberding Inc		Permit Date Apply:	07/22/2021	Permit Date Issued:	07/30/2021
						Construction Value	1,445,910.00
OF24-0008	ISSUED (FINAL)	JEAN N. CALHOUN	76 GOMEZ RD	CO Date Apply:	04/05/2024	CO Date Finald:	04/10/2024
Permit Number P11116	Applicant Name RFG General Contractors Inc	Contractor RFG General Contractors Inc		Permit Date Apply:	03/01/2022	Permit Date Issued:	03/04/2022
						Construction Value	980,000.00

All Records

Co.DateFinald in <Previous month> [04/01/24 - 04/30/24]

Number of CofO's:

2



Permits Finalized

05/01/2024

A/C Change Out

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11651	JOHN W. MASON	25 S BEACH RD	35-38-42-009-085-02090-7	\$6,213.00	\$128.26	\$128.26
P11306	MS. VENUS WILLIAMS	489 S BEACH RD	35-38-42-011-000-00080-8	\$8,953.00	\$183.75	\$183.75

Total Fees For Type: \$312.01
Total Construction Value For Type: \$15,166.00
Total Permits For Type: 2

Alteration - No Area Increase

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11116	JEAN N. CALHOUN	76 GOMEZ RD	35-38-42-045-000-00010-0	\$980,000.00	\$32,171.78	\$32,171.78

Total Fees For Type: \$32,171.78
Total Construction Value For Type: \$980,000.00
Total Permits For Type: 1

Alterations/Remodel - no increase in area

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P8805		51 LINKS RD	35-38-42-009-090-00010-8	\$35,000.00	\$1,936.12	\$1,936.12

Total Fees For Type: \$1,936.12
Total Construction Value For Type: \$35,000.00
Total Permits For Type: 1

Demolition of all structures on property

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P8804		251 S BEACH RD	35-38-42-002-109-00370-7	\$33,000.00	\$764.77	\$764.77

Total Fees For Type: \$764.77
Total Construction Value For Type: \$33,000.00
Total Permits For Type: 1

Dock, Boatlift, Dune Cross, SW

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11500	LANGDON VISTA LLC	185 S BEACH RD	35-38-42-009-128-01300-3	\$1,268,000.00	\$25,994.00	\$25,994.00

Total Fees For Type: \$25,994.00
Total Construction Value For Type: \$1,268,000.00
Total Permits For Type: 1

Drives/Landscaping

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P8744		61 S BEACH RD	35-38-42-009-089-00030-6	\$2,000.00	\$49.00	\$49.00
P8430		251 S BEACH RD	35-38-42-002-109-00370-7	\$45,000.00	\$1,042.87	\$1,042.87

Total Fees For Type: \$1,091.87
Total Construction Value For Type: \$47,000.00
Total Permits For Type: 2

Landscape/Hardscape/Drive

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P10179	HAMBRO MARY R	51 LINKS RD	35-38-42-009-090-00010-8	\$4,100.00	\$96.25	\$96.25

Total Fees For Type: \$96.25
Total Construction Value For Type: \$4,100.00
Total Permits For Type: 1

New Main Residence

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P10993	MR. AND MRS. GIORDANO III	100 N BEACH RD	35-38-42-004-018-00030-0	\$1,445,910.00	\$53,748.79	\$53,748.79

Total Fees For Type: \$53,748.79
Total Construction Value For Type: \$1,445,910.00
Total Permits For Type: 1

Utility

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11312	TOWN OF JUPITER ISLAND	COMCAST	99-99-99-999-999999-9	\$0.00	\$0.00	\$0.00

Total Fees For Type: \$0.00
Total Construction Value For Type: \$0.00
Total Permits For Type: 1

Windows, Doors, Shutters, Misc

Permit #	Owner	Address	PIN	Construction Value	Fee Total	Amount Paid
P11594	LEASON MARGARET B	162 N BEACH RD	35-38-42-004-028-00010-3	\$59,093.10	\$2,078.56	\$2,078.56

Total Fees For Type: \$2,078.56
Total Construction Value For Type: \$59,093.10
Total Permits For Type: 1

Report Summary

Population: All Records
Permit.DateFinald in <Previous month>
[04/01/24 - 04/30/24]

Grand Total Fees: \$118,194.15
Grand Total Construction Value: \$3,887,269.10
Grand Total Permits: 12



05/01/24

Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
Affadavit 25 S BEACH RD	35-38-42-009-085-02	Affadavit	04/30/2024	04/30/2024	Approved	Buck Evans
Total Inspections: 1						
CONSULT(EXTENSION) 5 S BEACH RD	35-38-42-057-000-00	CONSULT(EXTENSION)	04/01/2024	04/04/2024	Approved	FRANK LOGALBO
2 ISLE RIDGE W RD	35-38-42-010-000-00	CONSULT(EXTENSION)	04/01/2024	04/04/2024	Approved	FRANK LOGALBO
607 S BEACH RD	35-38-42-003-000-00	CONSULT(EXTENSION)	04/01/2024	04/04/2024	Approved	FRANK LOGALBO
Total Inspections: 3						
CONSULT(STATUS) 607 S BEACH RD	35-38-42-003-000-00	CONSULT(STATUS)	04/01/2024	04/04/2024	Approved	Buck Evans
2 ISLE RIDGE W RD	35-38-42-010-000-00	CONSULT(STATUS)	04/01/2024	04/04/2024	Approved	Buck Evans
5 S BEACH RD	35-38-42-057-000-00	CONSULT(STATUS)	04/01/2024	04/04/2024	Approved	Buck Evans
Total Inspections: 3						
Electric Rough 55 LINKS RD	35-38-42-009-090-00	Electric Rough	04/30/2024	04/30/2024	Approved	Buck Evans
Total Inspections: 1						
ELECTRIC ROUGH(POO 402 S BEACH RD	35-38-42-002-131-00	ELECTRIC ROUGH(POOL)	04/29/2024	04/29/2024	Approved	Buck Evans

Agenda Item 1Bf



Inspection List

05/01/24

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
Total Inspections: 1						
Electric Underground 115 GOMEZ RD	35-38-42-009-101-00	Electric Underground	04/08/2024	04/08/2024	Approved	Buck Evans
Total Inspections: 1						
Follow-Up 515 S BEACH RD	35-38-42-019-000-00	Follow-Up	04/01/2024	04/04/2024	Complied	FRANK LOGALBO
5 S BEACH RD	35-38-42-057-000-00	Follow-Up	04/03/2024	04/03/2024	Complied	FRANK LOGALBO
45 N BEACH RD	35-38-42-004-000-02	Follow-Up	04/04/2024	04/05/2024	Complied	FRANK LOGALBO
160 GOMEZ RD	35-38-42-009-111-00	Follow-Up	04/05/2024	04/04/2024	Complied	FRANK LOGALBO
Total Inspections: 4						
FORMS(POOL) 402 S BEACH RD	35-38-42-002-131-00	FORMS(POOL)	04/29/2024	04/29/2024	Approved	Buck Evans
Total Inspections: 1						
Gas Underground 115 GOMEZ RD	35-38-42-009-101-00	Gas Underground	04/08/2024	04/08/2024	Approved	Buck Evans
219 S BEACH RD	35-38-42-001-103-00	Gas Underground	04/10/2024	04/10/2024	Approved	Buck Evans
Total Inspections: 2						
LATH (STUDY & TENNIS) 300 S BEACH RD	35-38-42-002-117-00	LATH (STUDY & TENNIS)	04/22/2024	04/22/2024	Approved	Buck Evans

Agenda Item 1Bf



Inspection List

05/01/24

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
Total Inspections: 1						
LATH- WIRE (CABANA) 300 S BEACH RD	35-38-42-002-117-00	LATH- WIRE (CABANA)	04/17/2024	04/17/2024	Approved	Buck Evans
Total Inspections: 1						
LATH(CHIMNEY) 55 LINKS RD	35-38-42-009-090-00	LATH(CHIMNEY)	04/10/2024	04/10/2024	Approved	Buck Evans
Total Inspections: 1						
MECH ROUGH(1ST FL-PA 488 S BEACH RD	35-38-42-011-000-00	MECH ROUGH(1ST FL-PARTI	04/19/2024	04/19/2024	Approved	Buck Evans
Total Inspections: 1						
Mechanical Rough 55 LINKS RD	35-38-42-009-090-00	Mechanical Rough	04/30/2024	04/30/2024	Approved	Buck Evans
Total Inspections: 1						
PLUMBING ROUGH(POO 402 S BEACH RD	35-38-42-002-131-00	PLUMBING ROUGH(POOL)	04/29/2024	04/29/2024	Approved	Buck Evans
Total Inspections: 1						
PLUMBING ROUGH(WAL						

Agenda Item 1Bf



Inspection List

05/01/24

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
55 LINKS RD	35-38-42-009-090-00	PLUMBING ROUGH(WALL)	04/16/2024	04/16/2024	Approved	Buck Evans
Total Inspections: 1						
Plumbing Underground						
115 GOMEZ RD	35-38-42-009-101-00	Plumbing Underground	04/08/2024	04/08/2024	Approved	Buck Evans
Total Inspections: 1						
ROOF FRAMING-PARTIA						
374 S BEACH RD	35-38-42-002-128-00	ROOF FRAMING-PARTIAL(E	04/11/2024	04/11/2024	Partially Approved	Buck Evans
Total Inspections: 1						
SERVICE CHANGE (FPL 1						
2 S BEACH RD	35-38-42-009-083-00	SERVICE CHANGE (FPL 10:3	04/03/2024	04/03/2024	Approved	Buck Evans
Total Inspections: 1						
SHUTTER(2ND PARTIAL)						
45 S BEACH RD	35-38-42-009-087-02	SHUTTER(2ND PARTIAL)	04/03/2024	04/03/2024	Approved	Buck Evans
Total Inspections: 1						
SLAB(MAIN)						
219 S BEACH RD	35-38-42-001-103-00	SLAB(MAIN)	04/23/2024	04/23/2024	Approved	Buck Evans
Total Inspections: 1						

Agenda Item 1Bf



Inspection List

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
SLAB(ROOF WEST PARTI						
374 S BEACH RD	35-38-42-002-128-00	SLAB(ROOF WEST PARTIAL)	04/05/2024	04/05/2024	Approved	Buck Evans
Total Inspections: 1						
STEEL(PARAPIT ROOF)						
374 S BEACH RD	35-38-42-002-128-00	STEEL(PARAPIT ROOF)	04/22/2024	04/22/2024	Approved	Buck Evans
Total Inspections: 1						
STEEL(UPPER UPPER RO						
374 S BEACH RD	35-38-42-002-128-00	STEEL(UPPER UPPER ROOF)	04/29/2024	04/29/2024	Approved	Buck Evans
Total Inspections: 1						
TANK UNDERGROUND						
384 S BEACH RD	35-38-42-017-000-00	TANK UNDERGROUND	04/16/2024	04/16/2024	Approved	Buck Evans
Total Inspections: 1						
Temp Power						
219 S BEACH RD	35-38-42-001-103-00	Temp Power	04/12/2024	04/12/2024	Approved	Buck Evans
Total Inspections: 1						
Window Attachment						
55 LINKS RD	35-38-42-009-090-00	Window Attachment	04/30/2024	04/30/2024	Approved	Buck Evans
Total Inspections: 1						



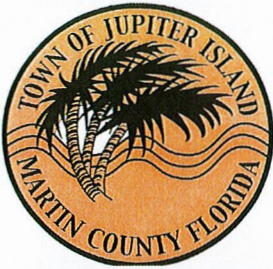
Inspection List

05/01/24

Address	Parcel Number	Inspection Type	Scheduled	Completed	Result	Inspector
WINDOW/DOOR ATTAC 488 S BEACH RD	35-38-42-011-000-00	WINDOW/DOOR ATTACHM	04/08/2024	04/08/2024	Approved	Buck Evans
Total Inspections: 1						
WINDOW/DOOR BUCKS(488 S BEACH RD	35-38-42-011-000-00	WINDOW/DOOR BUCKS(PA	04/18/2024	04/18/2024	Approved	Buck Evans
Total Inspections: 1						

Grand Total Inspections: 37

Population: All Records
Inspection.DateTimeCompleted in <Previous month> [04/01/24 - 04/30/24]
AND
Inspection.InspectionType Does Not Contain FINAL AND
Inspection.InspectionType Does Not Contain Final



Code Compliance Commission Report

05/01/2024

FRANK LOGALBO

Enforcement

CONSTRUCTION SITE MAINTENANCE

E2024-0037

DRAGGING DIRT FROM CONSTRUCTION SITE ONTO THE ROAD ANN SCOTT

04/03/2024 Follow-Up Complied

E2024-0037 Inspection Count: 1**CONSTRUCTION SITE MAINTENANCE Count: 1**

LANDSCAPE MAINTENANCE

E000000024007

VACANT LOT DEAD PALM TREE ON PROPERTY WILL SEND A LETTER TO PROPERTY OWNER LETTER TO THE OWNER

04/05/2024 Follow-Up Complied

E000000024007 Inspection Count: 1**EN24-0003**

LANDSCAPING MAINTENANCE

04/04/2024 Follow-Up Complied

EN24-0003 Inspection Count: 1**LANDSCAPE MAINTENANCE Count: 2**

PROPERTY MAINTENANCE

E000000020240

PUBLIC WORKS MADE A COMPLAINT ABOUT 160 DOOR FOR THE BRUSH BIN DID NOT OPEN SO THEY COULD NOT PICK UP THE BRUSH PILE

04/04/2024 Follow-Up Complied

E000000020240 Inspection Count: 1**PROPERTY MAINTENANCE Count: 1****Enforcement Count: 4****FRANK LOGALBO's Inspection Count: 4****FRANK LOGALBO's Record Count: 4****Total Inspection Count: 4****Total Record Count: 4**



Enforcement List - Open

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E000000000024	136 N BEACH RD 35-38-42-001-048-00056-9	LANDSCAPE MAINTEN	03/20/2024	OPEN - COMPLAINT]		03/27/2024	03/28/2024
E000000024005	330 S BEACH RD 35-38-42-002-122-00681-4	NOISE COMPLAINT	03/14/2024	OPEN - VERBAL WAI			
E000000024010	44 N BEACH RD 35-38-42-004-008-00040-9	LANDSCAPE MAINTEN	02/01/2024	OPEN - VERBAL WAI			02/23/2024
E000000024015	141 N BEACH RD 35-38-42-004-000-02880-5	PROPERTY MAINTEN	02/07/2024	OPEN - COMPLAINT]			02/07/2024
E000000024019	161 N BEACH RD 35-38-42-004-000-02990-2	PROPERTY MAINTEN	03/12/2024	OPEN - LETTER SENT			
E000000024025	15 S BEACH RD 35-38-42-009-084-02040-1	LANDSCAPE MAINTEN	03/07/2024	OPEN - LETTER SENT			03/08/2024
E000000024026	410 S BEACH RD 35-38-42-002-133-00900-6	NOISE COMPLAINT	03/07/2024	OPEN - COMPLAINT]		03/26/2024	03/07/2024
E000000024029	291 S BEACH RD 35-38-42-002-115-00580-0	PROPERTY MAINTEN	03/14/2024	OPEN - VERBAL WAI			03/13/2024
E000002024023	346 S BEACH RD 35-38-42-002-124-00710-5	PROPERTY MAINTEN	02/28/2024	OPEN - VERBAL WAI			
E000002024030	607 S BEACH RD 35-38-42-003-000-00890-8	CONSTRUCTION SITE	03/19/2024	OPEN - COMPLAINT]			
E2024-0034	25 S BEACH RD 35-38-42-009-085-02090-7	PROPERTY MAINTEN	03/22/2024	OPEN - VERBAL WAI		04/04/2024	04/04/2024



Enforcement List

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E2024-0035	488 S BEACH RD 35-38-42-011-000-00140-6	NOISE COMPLAINT	03/27/2024	OPEN	COMPLAINT]	04/04/2024	
E2024-0037	5 S BEACH RD 35-38-42-057-000-00010-0	CONSTRUCTION SITE	03/28/2024	OPEN	VERBAL WAI	04/02/2024	04/02/2024
E2024-0038	150 N BEACH RD 35-38-42-004-026-00010-7	PROPERTY MAINTEN	03/28/2024	OPEN	VERBAL WAI	04/01/2024	
E2024-0042	55 LINKS RD 35-38-42-009-090-00090-1	NOISE COMPLAINT	04/08/2024	OPEN	VERBAL WAI		
E2024-0044	508 S BEACH RD 35-38-42-024-000-00010-8	LANDSCAPE MAINTEN	04/17/2024	OPEN	COMPLAINT]		04/25/2024
E2024-0045	508 S BEACH RD 35-38-42-024-000-00010-8	LANDSCAPE MAINTEN	04/18/2024	OPEN	COMPLAINT]		05/01/2024
E2024-0046	269 S BEACH RD 35-38-42-002-113-000490-4	VIOLATION OF LDR'S	04/22/2024	OPEN	VERBAL WAI		04/22/2024
E2024-0048	488 S BEACH RD 35-38-42-011-000-00140-6	LANDSCAPE MAINTEN	04/25/2024	OPEN	COMPLAINT]		
E2024-0049	84 GOMEZ RD 35-38-42-009-095-00020-5	CONSTRUCTION SITE	04/25/2024	OPEN	VERBAL WAI		
E2024-0050	300 S BEACH RD 35-38-42-002-117-000630-6	VIOLATION OF LDR'S	04/25/2024	OPEN	VERBAL WAI		04/25/2024
E2024-0051	511 S BEACH RD 35-38-42-003-000-000290-4	PROPERTY MAINTEN	04/29/2024	OPEN	VERBAL WAI	05/10/2024	05/10/2024



Enforcement List

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E2024-0053	303 S BEACH RD	VIOLATION OF LDR'S	04/30/2024	OPEN - VERBAL WAF			
	35-38-42-012-000-00010-2						
EN24-0003	515 S BEACH RD	LANDSCAPE MAINTEN	03/04/2024	OPEN - LETTER SENT		03/31/2024	
	35-38-42-019-000-00030-1						

Records: 24

Population: All Records
Enforcement.Status Starts With OPEN



05/01/2024

Enforcement List - Closed

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E000000020240	160 GOMEZ RD 35-38-42-009-111-00120-9	PROPERTY MAINTEN/	03/18/2024	CLOSED - NO VIOLA			03/18/2024
E000000024001	515 S BEACH RD 35-38-42-019-000-00030-1	LANDSCAPE MAINTEN/	02/21/2024	CLOSED - COMPLIED			04/05/2024
E000000024002	154 S BEACH RD 35-38-42-021-000-00020-9	CONSTRUCTION SITE	03/04/2024	CLOSED - IRRELEVA			03/04/2024
E000000024003	21 S BEACH RD 35-38-42-009-085-02080-9	VIOLATION OF LDR'S	03/04/2024	CLOSED - COMPLIED			03/04/2024
E000000024004	55 LINKS RD 35-38-42-009-090-00090-1	NOISE COMPLAINT	01/26/2024	CLOSED - COMPLIED			01/26/2024
E000000024006	224 S BEACH RD 35-38-42-001-104-00252-2	PROPERTY MAINTEN/	03/14/2024	CLOSED - COMPLIED			02/10/2024
E000000024007	45 N BEACH RD 35-38-42-004-000-02410-4	LANDSCAPE MAINTEN/	01/29/2024	CLOSED - COMPLIED	03/27/2024	03/27/2024	04/05/2024
E000000024008	318 S BEACH RD 35-38-42-002-120-00650-5	PROPERTY MAINTEN/	03/14/2024	CLOSED - COMPLIED			
E000000024009	59 LINKS RD 35-38-42-009-090-00080-3	NOISE COMPLAINT	03/14/2024	CLOSED - COMPLIED			
E000000024011	111 N BEACH RD 35-38-42-037-000-00020-0	PROPERTY MAINTEN/	03/15/2024	CLOSED - COMPLIED			02/12/2024
E000000024012	115 S BEACH RD 35-38-42-009-100-00150-5	PROPERTY MAINTEN/	02/12/2024	CLOSED - COMPLIED			02/29/2024



05/01/2024

Enforcement List

Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E000000024013	5 S BEACH RD 35-38-42-057-000-00010-0	PROPERTY MAINTEN	03/15/2024	CLOSED - COMPLIED			
E000000024014	50 S BEACH RD CONV000000023	PROPERTY MAINTEN	02/13/2024	CLOSED - COMPLIED			02/15/2024
E000000024018	111 S BEACH RD 35-38-42-009-100-00110-4	PROPERTY MAINTEN	02/07/2024	CLOSED - NO VIOLA			02/07/2024
E000000024023	402 S BEACH RD 35-38-42-002-131-00841-2	CONSTRUCTION SITE	03/06/2024	CLOSED - COMPLIED			03/06/2024
E000000024028	3 HARBOR WAY 35-38-42-033-000-00020-0	CONSTRUCTION SITE	02/12/2024	CLOSED - ABATED			03/08/2024
E000000024033	252 S BEACH RD 35-38-42-030-000-00010-0	CONSTRUCTION SITE	03/21/2024	CLOSED - NO VIOLA			
E000002024020	101 RABBIT RUN 35-38-42-009-092-00040-8	CONSTRUCTION SITE	03/18/2024	CLOSED - NO VIOLA			
E000002024027	231 S BEACH RD 35-38-42-048-000-00020-0	CONSTRUCTION SITE	03/07/2024	CLOSED - COMPLIED			03/07/2024
E2024-0036	5 S BEACH RD 35-38-42-057-000-00010-0	CONSTRUCTION SITE	03/28/2024	CLOSED - COMPLIED			03/27/2024
E2024-0039	5 S BEACH RD 35-38-42-057-000-00010-0	CONSTRUCTION SITE	04/03/2024	CLOSED - COMPLIED			04/02/2024
E2024-0040	607 S BEACH RD 35-38-42-003-000-00890-8	CONSTRUCTION SITE	04/03/2024	CLOSED - COMPLIED			04/02/2024



Enforcement List

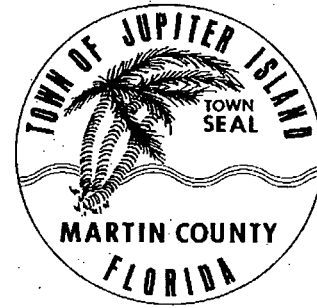
Enforcement Number	Address/ Parcel Number	Category	Date Filed	Status	Next Action	Next Action Date	Date Closed
E2024-0041	2 ISLE RIDGE W RD 35-38-42-010-000-00240-6	CONSTRUCTION SITE	04/02/2024	CLOSED - COMPLIED			04/02/2024
E2024-0047	265 S BEACH RD 35-38-42-002-112-00480-8		04/22/2024	CLOSED - COMPLIED			04/22/2024
E2024-0052	41 N BEACH RD 35-38-42-004-000-02390-8	VIOLATION OF LDR'S	04/29/2024	CLOSED - COMPLIED			04/29/2024
E2024-0054	251 S BEACH RD 35-38-42-002-109-00370-7	CONSTRUCTION SITE	05/01/2024	CLOSED - IRRELEVANT			04/30/2024
E2024-0055	310 S BEACH RD 35-38-42-002-119-00650-7	CONSTRUCTION SITE	05/01/2024	CLOSED - IRRELEVANT			05/01/2024
E2024-0056	374 S BEACH RD 35-38-42-002-128-00790-9	CONSTRUCTION SITE	05/01/2024	CLOSED - NO VIOLATION			
EN24-0001	2 BRIDGE RD 35-38-42-038-000-00010-0	PROPERTY MAINTENANCE	03/01/2024	CLOSED - COMPLIED			03/01/2024
EN24-0002	2 BRIDGE RD 35-38-42-038-000-00010-0	LANDSCAPE MAINTENANCE	03/04/2024	CLOSED - COMPLIED			03/04/2024

Records: 30

Population: All Records

Enforcement Status Starts With CLOSED

Memorandum



To: Town Commission
Cc: Catherine Harding, Robert Garlo, Thomas Baird
From: Ruben Cruz, Senior Planner *RC*
Date: April 30, 2024
Re: Incorporating Property Rights Element into the Comprehensive Plan Per Ordinance No. 390 (Adoption/Second Reading)

Executive Summary:

- The Florida Legislature mandated adoption of a new property rights element prior to any Comprehensive Plan amendment or in conjunction with the next scheduled Evaluation and Appraisal Review (EAR).
- The Commission directed staff to move forward with amending the Town's Comprehensive Plan to include a Property Rights Element as mandated by Florida Statute.
- Staff used the "Model Property Rights Element" prepared by 1000 Friends of Florida along with the Town Commission's comments to draft Ordinance No. 390.
- On October 24, 2023, the LPA reviewed and provided a recommendation to the Commission of proposed Ordinance No. 390.
- On October 31, 2023, the Town Commission approved Ordinance No. 390 on first reading for transmittal to the state Department of Economic Opportunity (DEO).
- Before the Town Commission is the adoption/second reading to incorporate a Property Rights Element into the Comprehensive Plan per Ordinance No. 390.

Background:

In its 2021 session, the Florida Legislature amended the Community Planning Act to require every municipality and county "include in its comprehensive plan a property rights element." (Section 163.3177(6)(i)1, Florida Statute; 2021). Each municipality or county must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan." (Section 163.3177(6)(i)2, Florida Statute; 2021). The Evaluation and Appraisal Review (EAR) of the Town's comprehensive plan is not scheduled to be initiated until 2025. At that time, the Town must determine if amendments to its Comprehensive Plan are necessary to reflect changes in other state requirements and is required to send a notification letter to the Florida Department of Economic Opportunity (the state planning agency) of its determination. Subsequently, any EAR-based Comprehensive Plan amendments would be transmitted to the state Department of Economic Opportunity (DEO). It may be appropriate to make amendments to the Town's Comprehensive Plan before 2025, in particular the Coastal Zone Element, and therefore waiting more than a year to adopt the Property Rights Element may not be in the Town's best interests.

The purpose of the proposed Property Rights Element is to implement the requirements of House Bill 59, which was signed by the Governor on June 28, 2021, and which modified Chapter 163.3177, Florida Statutes to require local governments to adopt a Property Rights Element into

its Comprehensive Plan. The Property Rights Element requires that the following rights be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

Discussion:

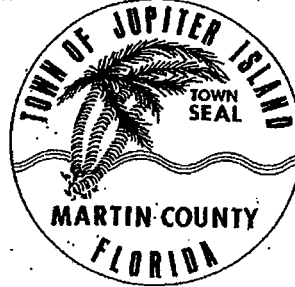
Staff used the "Model Property Rights Element" prepared by 1000 Friends of Florida along with the Town Commission's comments to draft Ordinance No. 390. The process for the amendment of the Comprehensive Plan to add the Property Rights Element requires that the proposed Element first be reviewed by the Town's Local Planning Agency (LPA). The LPA makes a recommendation to the Town Commission. The Town Commission holds a public hearing to consider Ordinance No. 390 on first reading, and if approved it is transmitted to the DEO. The Town's amendment is then reviewed by the DEO and other agencies for compliance with Florida Statutes. This process takes approximately three months. The Town then conducts a public hearing to consider adopting the Ordinance on second reading. Ordinance No. 390 is now ready to complete this process by going before the Town Commission for adoption and providing notification to the state of said adoption.

LPA/Staff Recommendation:

Staff recommends approval of Ordinance No. 390 on second reading for adoption and to provide notification to the state Department of Economic Opportunity (DEO).

Attached: Agenda Item #5 with all pertinent material(s) of October 24, 2023, Town Commission Meeting (Memorandum dated Oct. 19, 2023, Memorandum UPDATE dated Oct. 2, 2023, Ordinance No. 390, and Exhibit A)

Memorandum



To: Town Commission
Cc: Robert Garlo, Kimberly Kogos, Thomas Baird
From: Ruben Cruz, Director of Building, Planning, and Zoning
Date: October 19, 2023
Re: Incorporating Property Rights Element into Comprehensive Plan Per Ordinance No. 390 (Transmittal/First Reading)

Executive Summary:

- The Florida Legislature mandated adoption of a new property rights element prior to any Comprehensive Plan amendment or in conjunction with the next scheduled Evaluation and Appraisal Review (EAR).
- The Commission directed staff to move forward with amending the Town's Comprehensive Plan to include a Property Rights Element as mandated by Florida Statute.
- Staff used the "Model Property Rights Element" prepared by 1000 Friends of Florida along with the Town Commission's comments to draft Ordinance No. 390.
- The LPA is reviewing and providing a recommendation to the Commission of proposed Ordinance No. 390 on October 24, 2023.
- Staff (LPA's recommendation forthcoming) recommends approval of Ordinance No. 390 on first reading for transmittal to the state Department of Economic Opportunity (DEO).

Background:

In its 2021 session, the Florida Legislature amended the Community Planning Act to require every municipality and county "include in its comprehensive plan a property rights element." (Section 163.3177(6)(i)1, Florida Statute; 2021). Each municipality or county must adopt this new element "by the earlier of the date of its adoption of its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan." (Section 163.3177(6)(i)2, Florida Statute; 2021). The Evaluation and Appraisal Review (EAR) of the Town's comprehensive plan is not scheduled to be initiated until 2025. At that time, the Town must determine if amendments to its Comprehensive Plan are necessary to reflect changes in other state requirements and is required to send a notification letter to the Florida Department of Economic Opportunity (the state planning agency) of its determination. Subsequently, any EAR-based Comprehensive Plan amendments would be transmitted to the state Department of Economic Opportunity (DEO). It may be appropriate to make amendments to the Town's Comprehensive Plan before 2025, in particular the Coastal Zone Element, and therefore waiting more than a year to adopt the Property Rights Element may not be in the Town's best interests.

The purpose of the proposed Property Rights Element is to implement the requirements of House Bill 59, which was signed by the Governor on June 28, 2021, and which modified Chapter 163.3177, Florida Statutes to require local governments to adopt a Property Rights Element into its Comprehensive Plan. The Property Rights Element requires that the following rights be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property

for personal use or for the use of any other person, subject to state law and local ordinances.

3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

Discussion:

Staff used the "Model Property Rights Element" prepared by 1000 Friends of Florida along with the Town Commission's comments to draft Ordinance No. 390. The process for the amendment of the Comprehensive Plan to add the Property Rights Element requires that the proposed Element first be reviewed by the Town's Local Planning Agency (LPA). The LPA makes a recommendation to the Town Commission. The Town Commission holds a public hearing to consider Ordinance No. 390 on first reading, and if approved it is transmitted to the DEO. The Town's amendment is then reviewed by the DEO and other agencies for compliance with Florida Statutes. This process takes approximately three months. The Town then conducts a public hearing to consider adopting Ordinance on second reading.

LPA/Staff Recommendation:

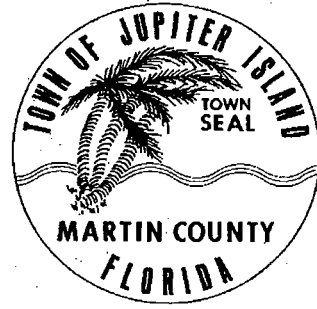
Staff (LPA's recommendation forthcoming) recommends approval of Ordinance No. 390 on first reading for transmittal to the state Department of Economic Opportunity (DEO).

Attached:

Ordinance No. 390 (Attachment 1)

Minutes of October 24, 2023, LPA Meeting (Forthcoming Attachment 2)

Memorandum



To: Town Commission

Cc: Robert Garlo, Kimberly Kogos, Thomas Baird

From: Ruben Cruz, Director of Building, Planning, and Zoning

Date: October 24, 2023

Re: Incorporating Property Rights Element into Comprehensive Plan Per Ordinance No. 390 (Transmittal/First Reading) - **UPDATE**

Executive Summary:

- On October 24, 2023, the LPA reviewed and provided a recommendation to the Commission of proposed Ordinance No. 390.
- After discussion of Objective 2 and Policy 2.4 (see attached LPA minutes), the LPA recommended approval of Ordinance No. 390 on first reading for transmittal to the state Department of Economic Opportunity (DEO).

MOTION: *Hughes/Nelson moved to send the recommendation on to the Town Commission with the appreciation that the Commissioners read the LPA's note.*

ACTION: *Motion passed 5-0.*

LPA/Staff Recommendation:

Staff and the LPA recommend approval of Ordinance No. 390 on first reading for transmittal to the state Department of Economic Opportunity (DEO).

ORDINANCE NO. 390

**AN ORDINANCE OF THE TOWN OF THE TOWN COMMISSION OF
THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA,
AMENDING THE JUPITER ISLAND COMPREHENSIVE PLAN TO ADD
A PROPERTY RIGHTS ELEMENT.**

WHEREAS, the Community Planning Act, Fla. Stat. § 163.3167 (the Act) requires the Town of Jupiter Island (the Town) to plan for the future development of the Town by adopting a comprehensive plan; and

WHEREAS, the Town has previously adopted a comprehensive plan which is in compliance with the Act; and

WHEREAS, the Fla. Stat. § 163.3177 of the Act requires the Town to adopt certain mandatory elements and the Town has previously done so in compliance with the Act:

WHEREAS, in its 2021 legislative session the Florida Legislature amended the Act to require local governments to adopt a property rights element as part of its comprehensive plan, codifying this requirement at Fla. Stat. §163.3177(6)(i)1.; and

WHEREAS, in accordance with the Act, the Town Commission hereby amends its comprehensive plan by adopting a Property Rights Element as required by the Act; and

WHEREAS, pursuant to Fla. Stat. §163.3184(11), a majority of the town's governing body have voted to transmit and adopt this amendment to the Town's comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF JUPITER ISLAND:

SECTION 1. The Town of Jupiter Island comprehensive plan is amended by adding the property rights element attached as **EXHIBIT A** and made a part of this ordinance as if set forth in full.

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor

Attest:

Kimberly Kogos, Town Clerk

Approved as to form and legality:

Thomas J. Baird, Town Attorney

This ordinance passed and transmitted following (first) reading this _____ day of _____, _____.

This ordinance passed on adopted following (second) reading this _____ day of _____, _____.

EXHIBIT A

PROPERTY RIGHTS ELEMENT

Goal The Town of Jupiter Island will make decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 1 The Town of Jupiter Island will respect judicially acknowledged and constitutionally protected private property rights.

Policy 1.1 The Town of Jupiter Island will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2 The Town of Jupiter Island will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 The Town of Jupiter Island will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4 The Town of Jupiter Island will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Objective 2 People have the right to participate in planning and development decisions that affect their lives and property. The Town of Jupiter Island decision-making will be transparent and follow the public hearing requirements of Florida law so that all people may participate in decisions that affect their lives and property. Land development regulations may provide for additional opportunities for people to participate in public hearings regarding planning and development decisions through the processes and standards contained in Chapter 166, Florida Statutes and the Town's Code of Ordinances.

Policy 2.1 All land use and development decisions that affect the lives and property of property owners and residents of the Town shall be made in a public hearing that complies with all applicable laws of the state and town.

Policy 2.2 The Town of Jupiter Island recognizes that planning and development decisions affect complex systems and have impacts that occur beyond the site of a particular development proposal. Any affected person, as defined in Fla. Stat. §163.3184(1)(a) of the Act may participate in and be a party to a hearing on decisions regarding the site of a development proposal.

Policy 2.3. An affected person's right to be heard. The Town of Jupiter Island recognizes that it should make planning and development decisions in response to true and accurate information. In all decisions this policy governs, the Town of Jupiter Island will provide every affected person an equal opportunity to be heard, and to be informed of all information on which the Town of Jupiter Island bases its decision. The Town of Jupiter Island will endeavor not to provide any affected person any greater opportunity to be heard than another affected person.

Policy 2.4 Notices of changes to future land use. The Town of Jupiter Island recognizes that a person cannot participate in decisions to amend the future land use of real property assigned by the town's comprehensive plan about which they are unaware. In addition to publishing notices as defined in Fla. Stat. §163.3164(40) of the Act pursuant to Fla. Stat. §166.41(3)(a), when the Town of Jupiter Island makes a decision to amend the land use designation or zoning of real property, the Town of Jupiter Island shall, at least 30 days before the hearing, mail notice of the hearing to the owners of real property and to residents within 1,320 feet of the real property to which the future land use decision relates.

Objective 3 People rely on this comprehensive plan and on the zoning designations of properties when deciding how to use property. The Town of Jupiter Island shall strive to make its decision-making reliable and predictable to promote sound, long-term investments in the town.

Policy 3.1 Majority-plus-one vote required. The Town of Jupiter Island may only amend the future land use of real property in the town by the affirmative vote of a majority plus one of the Town Commission.

Mayor and Commission Memo on Home-Based Business

The creation of an ordinance to regulate Home-Based Businesses will allow the town's Code Compliance Officer to monitor activities and issue violation notices as required. While we do not anticipate any issues, we do need to be vigilant to protect the interest of the residents.

The Business Tax receipt already addressed in our ordinances will be modified and will register a Home-Based Business, collect a fee, and will require an inspection to guarantee the business is operating in conformance with the ordinance.

The Home-Based Business ordinance was created from the state statute. It specifically dictates the number of employees allowed on a site. It regulates parking on a site to be limited to no greater in volume than would be normally expected at a similar residence where no business is being conducted. As viewed from the street, it requires the use to be compatible with other residential areas that surround the property and requires that it conforms to the residential character and architectural aesthetics of adjacent properties.

No retail sales are permitted, no matter how minor and the activities shall be secondary to the properties use as a residential dwelling.

The business activities shall comply with all town regulations and state requirements with respect to storage that apply to any other residence in the town. Our ordinance can be no more restrictive on the Home-Based business than we would be to a residence without a Home-Based business.

In addition, a Commercial Vehicle Signage ordinance is being proposed. It will require any commercial vehicle used within the town to have permanently affixed lettering, indicating the name or commonly recognized insignia of the person or corporation owning or operating the vehicle.

ORDINANCE NO. 394

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 6, ARTICLE III OF THE TOWN'S CODE OF ORDINANCES TO DELETE THE USE OF THE TERM "OCCUPATIONAL LICENSES" AND REPLACE IT WITH "BUSINESS TAX"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the Town Commission has previously adopted Article III of Chapter 6 of the Town's Code of Ordinances (Code) pertaining to occupational licenses; and

WHEREAS, the Florida Legislature changed the terminology pertaining to occupational licenses to business taxes; and,

WHEREAS, the Town's Administrative Official has concluded that it is necessary to amend Article III of Chapter 6 of the Code, to reflect the change in state law by changing the term "occupational license" to "business tax."

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: Whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2: Section 6 of Article III of Chapter 6 of the Code is hereby amended as follows:

ARTICLE III. OCCUPATIONAL LICENSES BUSINESS TAX RECEIPTS

Sec. 6-51. Business Tax levied.

- (a) An occupational license tax Business Tax is hereby levied on:
- (1) Any person who maintains a permanent business location, home-based business, profession, or branch office within the town ~~for the privilege of engaging in or managing any business within its jurisdiction.~~
 - (2) Any person who maintains a permanent business location or branch office within the town ~~for the privilege of engaging in or managing any profession or occupation within its jurisdiction.~~
 - (3) Any person who does not qualify under the provisions of subsection (1) or subsection (2) and who transacts any business or engages in any occupation or profession in interstate commerce, if such license tax is not prohibited by s. 8 of Art. I of the United States Constitution.
- (b) Every person who is engaging in or desires to engage in or carry on any business, occupation, or profession, including a home-based business ~~either wholly or in part in the town shall be assessed a business tax is required to obtain an occupational license.~~
- (c) A license business tax shall be assessed ~~required~~ for each place of business, occupation or profession, including home-based businesses and shall be procured on or before October 1 of each year. No license business tax shall cover more than one such place. Home-based Business.

Sec. 6-52. License Business Tax required.

It shall be unlawful for any person to engage in or carry on, any business, profession or occupation, or to manage in the town any such business, profession or occupation, including home-based businesses ~~hereinafter mentioned and described~~ without first having applied for and ~~procured the license~~ paid a business tax in accordance with section 6-55 referred to in sections 6-1 and 6-2.

Sec. 6-53. When due; proration.

All licenses business taxes required by the terms of this article shall be issued for the term of one year and shall run from October 1 of each year and terminate on September 30 next succeeding. If October 1 falls on a weekend or holiday, the tax shall be due and payable on or before the first working day following October 1. Any person commencing such business, profession, or occupation after April 1 of the fiscal ~~licensed~~ year, shall be entitled to the issuance of the appropriate license business tax receipt by paying one-half

of the amount of the business tax license for the license fiscal year, but such license business tax receipt, when issued after April 1 of each year, shall expire on September 30 next succeeding.

(Ord. No. 10, § 3, 8-25-53)

State law reference(s)—Similar provisions, F.S. § 205.043.

Sec. 6-54. Transfer.

~~Licenses~~ Business Taxes may be transferred ~~in~~ from the business for which it was originally issued when there shall have been a bona fide sale and transfer of the property ~~used and employed in~~ for such business as stock in trade, but such transferred business tax receipt license shall not be held good for any longer time, or any other place, than that for which it was originally issued; provided, also, that such transfer of ~~license a business tax receipt~~ shall become effective only upon the approval ~~thereof by~~ of the town manager or his designee. A fee of \$3.00 shall be paid for transfer of such ~~license-business tax receipt~~.

Sec. 6-55. Tax.

All ~~license~~ business taxes shall be payable to and collected by the town manager or his designee. The following specified amounts shall be collected by the town manager or his designee ~~for the carrying on and~~ engaging in ~~of such a~~ business, profession or occupation before the issuance of the license therefor:

Architects\$25.00

Automobiles for hire, baggage wagons and taxis, each\$10.00

Maximum per company\$100.00

Barber shops\$10.00

Beauty parlors\$25.00

Boats for hire\$15.00

Carnivals, per week\$1,000.00

Circuses, per week\$1,000.00

Clubs, having restaurant and hotel facilities\$50.00

Contractors and builders, including workmen, general\$50.00

Subcontractors\$25.00

Decorators\$25.00

Doctors and physicians\$25.00

Electricians\$25.00

Gasoline filling stations\$50.00

Hypnotists, fortunetellers and palmists\$1,000.00

Landscape contractors\$25.00

Magazine and publication subscription agents\$1,000.00

Miscellaneous Occupation.....\$25.00

Peddlers, itinerant vendors, traveling dealers who shall bargain to sell any goods, wares or merchandise by sample or in any manner for present or future delivery to any person whoever by himself or agent following after to deliver and collect for same\$100.00

Photographers, itinerant\$100.00

Plumbers\$25.00

Radio, television and air conditioning, installation and service\$25.00

Real estate and insurance agents, including president and general manager\$25.00

Roofers\$25.00

Shops selling prints and novelties, etc.\$25.00

Telephone companies (intrastate business only)\$50.00

Water companies for profit\$250.00

Sec. 6-56. Tax for unenumerated businesses.

Any person engaged in any business, profession or occupation, wholly, or in part, within the town not mentioned or covered by section 6-55 shall pay an annual license business tax of \$25.00. Each business tax imposed by this article shall be separate and independent.

(Ord. No. 10, § 6, 8-25-53)

Sec. 6-57. Separate types of business. Home-based business subject to tax.

~~Each license tax imposed by this article is intended to be separate and independent.~~

A business is considered a home-based business, and subject to a business tax if it operates in whole or in part, from a residential property and meets the following criteria:

- A. Employees of a home-based business who work in a residential dwelling where a home-based business is being operated shall also reside in the residential dwelling, except for up to two employees who may live somewhere other than the

residence. This does not include any employees of the home-based business that work exclusively remotely.

- B. Parking related to a home-based business' activities shall meet the town's parking requirements for the zoning district in which the business is located. The need for parking generated by a home-based business shall not be greater in volume than would normally be expected at a similar residence where no business is conducted. Vehicles and trailers used in connection with the home-based business shall be parked in legal parking spaces on the property and shall not be located within the right-of-way, any pedestrian paths, or the unimproved surfaces of the residential property.
- C. As viewed from the street, the use of a residential property which includes a home-based business shall be consistent and compatible with the uses of the surrounding residential properties. External modifications made to a residential dwelling to accommodate a home-based business shall conform to the residential character and architectural aesthetics of adjacent properties and the immediate neighborhood. The home-based business shall not conduct retail transactions on the property other than remote transactions.
- D. The activities of the home-based business shall be secondary to the property's use as a residential dwelling.
- E. The home-based business activities shall comply with all town regulations with respect to signage and equipment or processes that create noise, vibrations, heat, smoke, dust, glare, fumes or noxious odors. Any town regulations imposed on a home-based business with respect to noise, vibrations, heat, smoke, dust, glare, fumes or noxious odors shall not be more stringent than those than those regulations or conditions the town applies to a residence where no business is conducted.
- F. All home-based business activities shall comply with all relevant local, state and federal regulations with respect to the use storage or disposal of any corrosive, combustible or other hazardous or flammable materials or liquids and shall not be more stringent than those that apply to a residence where no home-based business is conducted.

Sec. 6-58. Delinquency penalty.

- (a) If any person shall fail to pay the ~~license tax~~ business tax required by this article on or before November 1 of every year, there shall be added ten percent to the amount of such ~~license tax~~ business tax, plus an additional five percent penalty for each month of delinquency thereafter until paid. However, the total delinquency penalty shall not exceed 25 percent of the ~~occupational license tax~~ business tax for the delinquent establishment.
- (b) Any person engaging in or managing any business, occupation, or profession without first obtaining a ~~local occupational license~~ business tax receipt from the town, if required hereunder, shall ~~be subject to pay~~ a penalty of 25 percent of the business

tax license determined to be due, in addition to any other penalty provided by law ~~or ordinance~~.

Sec. 6-59. Separation of violations.

Each day of selling or disposal of merchandise or engaging in business or occupation without procuring a business tax license ~~therefor~~, as required under the terms of this article, shall constitute a separate and distinct violation.

Section 3. Severability.

If any provision of this ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this ordinance are hereby repealed.

Section 5. Codification.

This ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. Effective Date.

This ordinance shall take effect immediately upon its execution.

(Continued Next Page)

PASSED UPON FIRST READING ON THE ____ DAY OF ____ 2024. PASSED
AND ADOPTED UPON SECOND READING ON THE ____ DAY OF ____ 2024.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor, Penelope Townsend

Vice Mayor, Marshall Field VI

Commissioner, Anne Scott

Commissioner, Patricia Warner

Commissioner, Joseph Taddeo

ATTEST:

Town Clerk, Kimberly Kogos

#5530964 v1 18270-00002

ORDINANCE NO. 396

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING CHAPTER 14, ARTICLE II, SECTION 14-35 OF THE CODE OF ORDINANCES OF THE TOWN OF JUPITER ISLAND, ENTITLED "PARKING OF COMMERCIAL VEHICLES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town) has such powers and authority as conferred upon it by the Florida constitution and Chapter 166, Florida Statutes; and,

WHEREAS, the Town Commission has previously adopted Article II of Chapter 14 of the town's Code of Ordinances (Code) regulating the parking of commercial vehicles within the Town; and,

WHEREAS, the Town Manager has recommended that the Town Commission amend the Town code, Chapter 14, Section 14-35, to create new parking standards.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: Whereas clauses are incorporated herein.

Section 2: Article II, Division I. Section 14-35 of Chapter 14 of the Code is hereby amended as follows:

Sec. 14-35. - Parking of commercial vehicles and trucks.

No commercial vehicle or truck may be parked or stored on any property within a residential district unless said vehicle or truck is parked or stored in a wholly enclosed garage. This restriction does not apply to the temporary parking of commercial vehicles

while in actual use for construction purposes, routine deliveries, or service calls within the town.

It shall be unlawful for any person, firm or corporation to operate, park, stand or use any commercial vehicle upon a public street or road in the town, unless such vehicle contains the name of the company permanently affixed on both sides of the vehicle in lettering at least three inches high indicating the name of the person, firm, or corporation owning the vehicle and any company insignia or logo. The lettering and logo, if any, shall be in a color which contrasts with the color of the vehicle.

For the purposes of this section, a "commercial vehicle" is defined as any vehicle designed, used, or maintained primarily for the transportation of goods, supplies, or other property for purposes of business, trade or commerce, or for the purpose of providing services.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its execution.

(Continued Next Page)

PASSED UPON FIRST READING THE _____ DAY OF MAY, 2024.

PASSED AND ADOPTED UPON SECOND READING FOLLOWING PUBLIC HEARING
THE _____ DAY OF JUNE, 2024.

(SEAL)

TOWN OF JUPITER ISLAND, FLORIDA

Mayor

Vice Mayor

Commissioner

Commissioner

Commissioner

ATTEST:

Clerk

ORDINANCE NO. 395

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR THE AMENDMENT OF ARTICLE X, DIVISION 8 REGARDING APPEALS; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Jupiter Island, Martin County, Florida (Town Commission) recognizes its responsibility to the elected and appointed officials serving the Town; and,

WHEREAS, the Town Commission has determined that it is appropriate to amend Appendix A of the Town's Code of Ordinances to provide that an appeals of the decisions of administrative officials are for determination by the Town Commission; and,

WHEREAS, the Town commission has determined that it is appropriate to amend Appendix A of the Town's Code of Ordinances to provide that any affected person may take an appeal of the decision of an administrative official, the Board of Adjustment, or the Impact Review Committee; and

WHEREAS, the Town Commission has determined that it is appropriate to amend Appendix A of the Town's Code of Ordinances to provide that the standard of review of any appeals of the decisions of administrative officials, the Board of Adjustment or the Impact Review Committee shall be de novo.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF JUPITER ISLAND, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1: The whereas clauses are incorporated herein as the legislative findings of the Town Commission.

Section 2. The Town Commission hereby amends Article X, Division 8, Sections 8.00, 8.01, 8.02 and 8.03 of Appendix A of the Town of Jupiter Island's Code, which contains the Town's Land Development Regulations, as follows:

ARTICLE X. DEVELOPMENT REVIEW AND APPROVAL: STANDARDS AND UNIFORM PROCEDURES

DIVISION 8. - APPEALS

Sec. 8.00. - Authority and purpose.

A. ~~The board of adjustment town commission shall is authorized to~~ hear appeals from any requirement, decision or determination made by the administrative official, including interpretations, approval or denial of applications, conditions of development approval, and decisions made with regard to the enforcement of these regulations.

B. The town commission is authorized to:

- 1.Hear appeals from decisions of the board of adjustment; and
- 2.Hear appeals from decisions of the impact review committee.

Sec. 8.01. - By whom taken.

Any affected person who is aggrieved by a decision or interpretation by the administrative official, or a decision of the impact review committee or board of adjustment, may seek review of such decision or interpretation pursuant to this division. An ~~aggrieved affected~~ person shall mean the applicant or any person owning property or residing in the town ~~noticed of the application pursuant to code who made an appearance in person or in writing in regard to the initial an application.~~

Sec. 8.02. - Appeal period.

All appeals shall be filed in writing within 30 days after rendition of the order, requirement, decision, or determination from which such appeal is taken, or the right to appeal shall be barred. An order shall be considered rendered for purposes of an appeal from the administrative official on the date the administrative official makes a determination in writing relating to the matter under appeal and, in the case of an appeal from the impact review committee or board of adjustment, the order shall be considered rendered on the date ~~on which the decision or determination is made and approved by motion by~~ of the impact review committee or board of adjustment's written development order.

Sec. 8.03. - Review.

Appeals filed pursuant to this section shall include any information presented for consideration to the administrative official, board of adjustment, or impact review committee, but may also include any new facts or other information for consideration by the town commission and set forth the alleged inconsistency or non-conformity with procedures

or criteria set forth in this chapter. Appeals shall be filed on forms provided by the town. The ~~board of adjustment and the town commission~~ shall decide an appeal within 60 days of the filing of such appeal, unless an extension of time is consented to by the applicant. The ~~concurring affirmative~~ vote of three-fifths of the fully constituted members of the ~~board of adjustment or the town commission, whichever shall be the appellate body,~~ shall be necessary to reverse or modify any administrative decision or development order, requirement, decision or determination.

Appeals filed pursuant to this section shall ~~be based on the record of the proceedings below and shall not~~ may be presented de novo. The record of any such appeals includes all written memorandums, letters, reports, studies, graphics, plans, or other documents which communicate relevant information pertaining to the subject matter of the appeal. Any intervenor to an appeal shall provide notice to the town at least two weeks prior to the date established for the commission's consideration of the appeal. Any new information or evidence shall be submitted at least two weeks in advance of the date established for the commission's consideration of the appeal.

The time allotted for presentation of an appeal shall be determined by the mayor. ~~chairperson.~~ The standard of review of an appeal shall be de novo. The commission may consider any relevant new or supplemental information. The commission is not required to defer to the judgement of the administrative official, board of adjustment, or impact review committee. The commission shall have the authority to render a final decision in regard to the ~~matter~~ development order being heard appealed or ~~in its sole discretion~~ may remand the matter back to the body from which the appeal was taken with such direction from the commission it deems appropriate.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Jupiter Island, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Jupiter Island.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED UPON FIRST READING THE ____ DAY OF _____, 2024.

PASSED UPON SECOND READING THE ____ DAY OF _____, 2024.

Mayor

Vice-Mayor

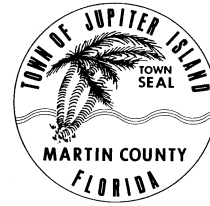
Commissioner

Commissioner

Commissioner

Attest:

Town Clerk



Memorandum

To: Mayor & Town Commission
From: R. Garlo, Town Manager
Date: May 3, 2024
Re: Standard of Review for Appeals

A recent workshop was held to discuss several aspects of the Town's development review process.

One of the topics that was discussed was changing the existing appeal process to de novo. The Commission seemed to be agreeable to such a change so the ordinance before you will affect such a change creating a de novo standard of review.

Appeals from decisions of the board of adjustment and/or appeals from decisions of the impact review committee shall be heard by the Town Commission de novo.

Another topic of discussion was the definition of an affected individual who has standing to file an appeal.

The existing ordinance defines an affected person, having standing to file an appeal, as property owners residing within 1,000 feet of the property in question.

The proposed ordinance would define an affected person as **“any person owning property or residing in the Town who made an appearance in person or in writing in regard to an application.”**

The proposed ordinance is before you for possible first reading.

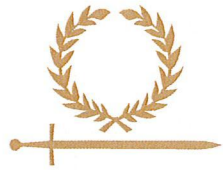
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Michael W. Kirk

Partner

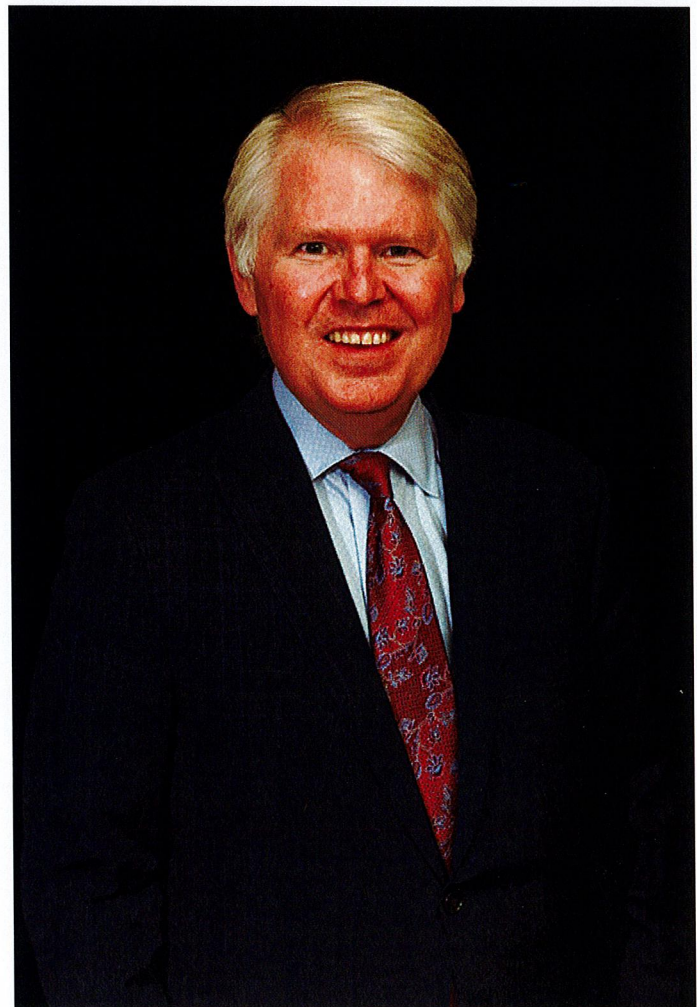
EDUCATION

A.B., Georgetown University in 1985 (cum laude)

J. D., Northwestern University in 1988 (cum laude)

CLERKSHIPS

Judge James L. Ryan of the United States Court of Appeals for the Sixth Circuit



Biography

Michael W. Kirk has extensive civil litigation experience representing a wide range of clients on a variety of constitutional, statutory, contractual, commercial and tort matters.

Mr. Kirk has appeared regularly in cases brought against the federal government. He is currently representing subsidiaries of Chevron Corporation in a suit in the Court of Federal Claims asserting that the United States must indemnify them for over \$65 million in environmental cleanup costs incurred at three different Oil Refineries. He is also currently representing Shell Oil Company, Atlantic Richfield, Union Oil Company, and Texaco in a lawsuit seeking the recovery of over \$35 million the Companies were required to pay to the EPA and the State of California.

He successfully represented The Boeing Company in an appeal in the United States Court of Appeals for the Federal Circuit in which the Court overturned the dismissal of Boeing's challenge to the application of a cost accounting regulation that costs Government contractors hundreds of millions of dollars in equitable adjustments imposed by Federal contracting officers.

Mr. Kirk successfully represented Shell Oil Company, Atlantic Richfield, Union Oil Company, and Texaco in two separate lawsuits against the Federal Government seeking to recover environmental clean-up expenses arising from World War II contracts to provide aviation fuel. Following trial in the first suit, the Court of Federal Claims awarded the Oil Companies \$99.5 million, and the United States Court of Appeals for the Federal Circuit affirmed the judgment in toto. In the second suit, Mr. Kirk obtained summary judgment holding that the Federal Government must continue to reimburse the Oil Companies as ongoing environmental costs are incurred – a decision that should save the Companies tens of millions of dollars in future decades. Again, the United States Court of Appeals for the Federal Circuit affirmed the judgment in toto.

Mr. Kirk represented Ford Motor Company in a lawsuit against the Federal government arising from a World War II contract to build B-24 Bombers. While the Court of Federal Claims initially dismissed Ford's suit, Mr. Kirk persuaded the United States Court of Appeals for the Federal Circuit to reverse and remand with instructions that judgment be entered in favor of Ford.

Mr. Kirk served as lead trial counsel for American Capital Corporation in a lawsuit against the United States for breach of contract arising from an agreement entered by the Government in an effort to address the savings and loan crisis of the 1980s. Following trial, the Court of Federal Claims awarded plaintiffs \$109 million, and the United States Court of Appeals affirmed the liability judgment and upheld a damages award of more than \$40 million.

Mr. Kirk is also currently representing The GEO Group, Inc. in lawsuits challenging California and Washington state statutes that purport to prohibit contracts with the Federal Government to operate federal detention facilities that will generate over \$2.7 billion in revenue for GEO. In the California case, Mr. Kirk obtained an injunction barring application of the statute to GEO's contract with the United States Marshals Service from the United States District Court of the Southern District of California. While the district court refused to extend the injunction to GEO's contracts for the operation of immigration facilities, Mr. Kirk successfully represented GEO on appeal, and the United States Court of Appeals for the Ninth Circuit held that application of the statute to all of GEO's contracts must be enjoined.

Mr. Kirk is also representing GEO in an appeal before the United States Court of Appeals for the Ninth Circuit of judgment awarding over \$37 million in damages, unjust enrichment, attorney's fees, costs, and interest against GEO in a suit brought by the State of Washington and a class of detainees at GEO's Tacoma, Washington facility.

Mr. Kirk also represents state and local governments in complex constitutional and statutory cases involving such varied issues as Medicaid, school desegregation, and prison reform. He is currently representing the State of Tennessee in a putative class action challenging the State's system for assessing eligibility for its Medicaid program in which Plaintiffs have sought injunctive relief that, if granted, would cost the State nearly \$900 million in the next two years alone. He has successfully represented the State of Tennessee in several other cases involving its Medicaid program, saving the State hundreds of millions of dollars in annual expenditures by convincing the federal courts to vacate onerous injunctive decrees that had crippled the State's efforts to reform its program. He has successfully represented public school districts in Marion County, Florida; Baton Rouge, Louisiana; Rockford, Illinois; and Oklahoma City, Oklahoma in their efforts to obtain unitary status and end long-running school desegregation cases. In the civil rights arena, Mr. Kirk served as lead trial counsel on behalf of a plaintiff in securing the largest verdict ever returned against a suburban Maryland police department.

Mr. Kirk has an extensive appellate practice, and he has argued cases before the United States Courts of Appeals for the District of Columbia, Federal, Third, Sixth, Seventh, and Ninth Circuits.

Mr. Kirk served as law clerk to Judge James L. Ryan of the United States Court of Appeals for the Sixth Circuit. He received his J.D. degree, cum laude, in 1988 from Northwestern University. He served as Executive Editor of The Journal of Criminal Law and Criminology, and is a member of the Order of the Coif. He earned an A.B. degree, cum laude, from Georgetown University in 1985.

Mr. Kirk is a member of the Bars of the State of New York, the District of Columbia, the United States Supreme Court, the United States Courts of Appeals for the First, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Eleventh, District of Columbia and Federal Circuits, the United States District Court for the District of Columbia, and the United States Court of Federal Claims.

Additional Information

CONTACT INFORMATION

EMAIL

mkirk@cooperkirk.com

PHONE

(202) 220-9671

BAR ADMISSIONS

COURT ADMISSIONS



Cooper & Kirk is a litigation boutique with significant experience and success in commercial, regulatory, and constitutional disputes in both federal and state courts. We have been involved in many of the most significant trials and appeals in the country.

1523 New Hampshire Ave., N.W., Washington, D.C.
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Cooper & Kirk
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Washington, D.C. 20036

David H. Thompson
(202) 220-9659
dthompson@cooperkirk.com

(202) 220-9600
Fax (202) 220-9601

April __, 2024

Via Electronic Mail

Robert Garlo, Town Manager
Town of Jupiter Island
2 Bridge Road
Town Hall
Hobe Sound, FL 33455
rgarlo@tji.martin.fl.us

Dear Mr. Garlo:

We are pleased that the Town of Jupiter Island (the "Town") has retained Cooper & Kirk, PLLC, to advise it in connection with zoning, land use, and development issues and related litigation (the "Matter"). In compliance with the District of Columbia Bar Rules of Professional Conduct, the purpose of this letter is to confirm the terms and conditions under which our firm has undertaken this representation.

In lieu of our customary rates, we will charge a blended hourly rate of \$745 for myself and the other attorneys who may assist me in this matter; including Michael Kirk and Joe Masterman, who will take lead roles in presenting any oral arguments. Our legal assistants and research fellows are billed at \$195 per hour. The Town agrees to pay us for the time Cooper & Kirk needs to spend responding to public records requests directed at Cooper & Kirk, and for the time we have to spend litigating the legitimacy of any such requests. The Town further agrees to indemnify Cooper & Kirk for any costs or judgments awarded against the firm in connection with any litigation against Cooper & Kirk relating to sunshine law compliance.

Cooper & Kirk
Lawyers

Robert Garlo
April 17, 2024
Page 2 of 4

Our rates are adjusted periodically, usually at the beginning of the calendar year, and any modifications apply to services performed after the new rates become effective.

By engaging our firm, you authorize us to incur such costs as we deem necessary to the proper handling of your matters. Our legal services may involve direct and indirect costs that we incur on your behalf. It is our policy to serve our clients with the most effective support systems available, while at the same time allocating the costs of such systems to the clients who use them. Therefore, we generally charge our clients for: travel, courier, messenger, postage and other communications costs; duplication; and court costs, court reporters, filing fees and other out-of-pocket costs incurred on such client's behalf. Larger disbursements, including substantial filing fees and the fees and expenses of others (such as experts, financial printers, consultants, investigators and witnesses) will either be requested in advance or will be forwarded to you for your direct payment to the supplier. Where we pay disbursements, they will be included on your invoice. We make every effort to bill disbursements in the month in which the disbursements are incurred; however, some disbursements, such as long-distance telephone charges, often are not available to us until succeeding months, in which case a supplemental statement will be rendered for these additional charges.

We will provide you with a monthly statement reflecting the fees and expenses charged in connection with the matter and provide a brief daily account of the work performed. The billing attorney responsible for preparation of your statement will review the fees and expenses incurred before rendering a statement for services. This review may result in downward adjustments in the statement where appropriate in the judgment of the billing attorney.

Unless other arrangements have been made with the billing attorney, statements are payable on receipt. Please contact me if you have any questions about the form of the bill, the services rendered, or the costs incurred. We reserve the right to withdraw from our representation if, among other things, our bills are not paid on a timely basis.

Although for a client's convenience we may furnish estimates from time to

Cooper & Kirk
Lawyers

Robert Garlo
April 17, 2024
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time of costs that we anticipate will be incurred, these estimates are subject to unforeseen circumstances and are by their nature inexact. We will not be bound by any estimates except to the extent expressly set forth in the engagement letter.

Enclosed is a document entitled Guidelines on Preservation and Production of Electronically Stored Information that outlines the treatment and retention of electronic data in connection with potential litigation.

Upon completion of the representation, the Firm shall return to the Client its entire file, at Client's expense. The Firm may retain a copy of the file, at its expense. Client acknowledges and agrees that the Firm is under no obligation to retain a copy of the file and the Firm is not liable for failing to retain a copy of the file. If the Firm cannot contact the Client and arrange for delivery of Client's file, the Firm may destroy the file after one year, at the Firm's expense.

You agree that both you and our firm may use electronic devices and Internet services to communicate with each other and forward documents notwithstanding some risk that such communications may be intercepted by or disclosed to unauthorized parties. You agree that the benefits of using such technology outweigh the risks of unauthorized disclosure.

Of course, any expression about the possible or probable outcome of your matter and any fee estimates are only opinions based on our experience and educated judgment.

If this letter correctly reflects your understanding of the terms and conditions of our engagement, please indicate your acceptance by executing the enclosed copy of this letter and return it to our office.

Again, we look forward to working with you and your colleagues on this important matter.

Sincerely,

COOPER & KIRK, PLLC

Cooper & Kirk
Lawyers

Robert Garlo
April 17, 2024
Page 4 of 4

By: _____
David H. Thompson

ACCEPTED:

TOWN OF JUPITER ISLAND

By: _____ Date: _____
Robert Garlo



David H. Thompson

Managing Partner

EDUCATION

A.B., Harvard University in 1991 (magna cum laude & Phi Beta Kappa)

J.D., Harvard Law School in 1994 (cum laude)



Biography

David H. Thompson is the Managing Partner of Cooper & Kirk and joined the firm at its founding. Mr. Thompson has extensive trial and appellate experience in a wide range of matters and has secured victories worth billions of dollars. He has litigated cases in over 30 federal district courts, argued in each of the 13 federal circuit courts

of appeal, and argued before the U.S. Supreme Court, as well as many state courts. Mr. Thompson was awarded an A.B. degree, magna cum laude, from Harvard University in 1991, where he was elected to Phi Beta Kappa. In 1994, Mr. Thompson received a J.D. degree, cum laude, from Harvard Law School.

In commercial matters, Mr. Thompson has had significant trial experience in litigating large claims for plaintiffs and defendants. Having served as the de facto general counsel to several companies, Mr. Thompson has developed significant practical business experience, which allows him to be extremely effective in litigating commercial disputes. He led the firm's trial team that won a \$205 million verdict in *AmBase Corp. v. United States*. More broadly, Mr. Thompson has prepared complex damage analyses in antitrust, securities, and breach of contract cases. In connection with these matters, Mr. Thompson has taken hundreds of depositions, including depositions of members of Congress, senior executives, expert witnesses, high ranking government and university officials, employees, and union leaders.

Mr. Thompson also has extensive experience in constitutional litigation. Mr. Thompson has litigated numerous cases involving freedom of speech, religious liberties, civil rights, voting rights, takings of property, Second Amendment, and separation of powers issues.

Mr. Thompson has also served as an adjunct faculty member at Georgetown University Law Center and a visiting professor at the University of Georgia Law School's DC campus. The class he taught most recently is *Lawyering in Public*, a course focusing on how to litigate high profile cases. He is also a frequent speaker on trial tactics and has served as an expert witness. Several major law firms have hired Mr. Thompson to represent their firms.

Selected commercial litigation experience:

Breach of contract:

- *AmBase Corp. v. United States*, 100 Fed.Cl. 548: conducted three month trial in breach of contract case resulting in \$205 million verdict. On appeal, the case settled for \$180 million dollars.
- *Fairholme v. FHFA*: represents shareholders in breach of contract claim against Fannie Mae and Freddie Mac involving tens of billions of dollars of damage. A jury awarded over \$800 million to our clients and a class of similarly situated plaintiffs.

- Harbinger v. United States: successfully represented hedge fund in multibillion-dollar litigation involving spectrum licensing rights.
- 216 Jamaica Ave., LLC v. S&R Playhouse Realty Co., 540 F.3d 433 (6th Cir.): successfully represented New York real estate company in breach of contract case involving major property in Cleveland. The case is one of several gold clause cases Mr. Thompson has prosecuted.
- Lea v. United States: represented the auditor of Arkansas in a suit seeking over \$200 million of damage for breach of contract concerning US savings bonds. The Court of Federal Claims awarded summary judgment for plaintiffs, and the Federal Circuit reversed.
- Citizens Federal Bank v. United States: conducted two week trial culminating in \$18 million verdict. Successfully defended the verdict on appeal.
- Represented large charitable entity in dispute with investment manager. The case resulted in a nine figure settlement.
- Represents real estate investor in a suit seeking over \$150 million in damage in connection with construction of one of the tallest residential buildings in the world.

Administrative:

- Collins vs. Mnuchin: argued before U.S. Supreme Court in case challenging statutory authority of the government to nationalize Fannie Mae and Freddie Mac wiping out over \$33 billion of private property.
- Berger v. HHS: successfully obtained TRO preventing illegal plan to expand Medicaid in North Carolina. After the TRO was obtained, the illegal plan was abandoned.
- Susquehanna International Group v. SEC: successful APA challenge to the Options Clearing Corporation's capitalization plans. After remand from the D.C. Circuit, the SEC vacated the challenged \$150 million plan.
- Ford Motor Co. v. United States, 286 F.3d 1335 (Fed. Cir.): successfully represented Ford Motor Company in dispute over customs duties.
- Internet gambling: represent the Coalition to Stop Internet Gambling in litigation over the meaning of the Wire Act.

- Community Financial Services Association v. FDIC: challenge to Chokepoint under both the due process clause and the APA. The district court denied the government's motion to dismiss, and after extensive discovery into the government's conduct, the case settled.
- Represented members of Congress in challenge to CFPB.
- Represent firearms retailers in public nuisance challenges brought by various governmental entities.
- EEOC v. Northern Contractors of New Jersey: represented state affiliate of Sheet Metal Workers International and successfully vacated district court's attempted expansion of a system of racial quotas and preferences.

Antitrust:

- Represent state of Montana in suit challenging Google's digital advertising monopoly.
- Novell, Inc. v. Microsoft Corp.: represented Novell in a multi-billion dollar antitrust lawsuit against Microsoft.
- Appealed the district court's dismissal of the suit, and the Fourth Circuit reversed and reinstated the case.
- Spectrum Stores, Inc. v. CITGO Petroleum Corp.: represented gasoline wholesalers in antitrust suit against CITGO.
- Jung v. Association of American Medical Colleges: represented doctors in antitrust challenge to monopsony imposed by national residency match program.

Class action:

- Bonner v. OPM: named to executive committee of class action on behalf of 21 million current and former government employees whose personal information was inadequately safeguarded.
- In re Volkswagen Clean Diesel Cases: named interim lead counsel in Eastern District of Virginia in suit relating to Volkswagen's fraudulent emissions representations.

- Shank v. Health Care Services, Inc.: represented class in suit on behalf of patients denied access to cure for hepatitis C in violation of their contractual rights.

Employment litigation:

- Represented plaintiffs and defendants in numerous cases involving race, gender, age, and pregnancy discrimination.
- Represented numerous senior executives in severance negotiations.

Consumer Protection:

- Represent the state of Indiana against TikTok in suit challenging a variety of misrepresentations made to American consumers.
- Represent the state of Montana in an investigation into Instagram's representations to consumers.

Internal investigations:

- Led numerous internal investigations for large corporate clients, including several defense contractors.
- Represented senior official at the World Bank in high profile internal investigation.
- Represented former staffer to Tom DeLay in investigation.
- Counseled high ranking DOJ official in internal investigation.

Intellectual property:

- Expert Choice, Inc. v. Gartner, Inc., (D. Conn.): represented software developer in suit for copyright infringement. After extensive discovery of defendant, the case settled.
- A&M Records, Inc. v. Napster, Inc., 239 F.3d 1004 (9th Cir.): successfully represented Recording Industry of America in its efforts to shut down Napster.
- Represented technology firm in trade secrets dispute.

- Represented manufacturer in intellectual property dispute involving tens of millions of dollars of damage. The case settled on favorable terms.
- Represented software company in infringement suit against major university. After defeating motion to dismiss, the case promptly settled.
- Represent state in challenge to practices of large tech companies.

RICO:

- *Safe Streets v. Alternative Holistic Healing* (D. Colo.): obtained summary judgment on liability on behalf of individual Coloradans whose property has been injured by the recreational marijuana industry.
- Represents Pennsylvania hospital chain in RICO suit involving fraudulent conduct by competitors.
- Represented real estate investor in RICO suit in connection with \$900 million building project in New York City.
- Represented mall owner in Massachusetts in suit to recover damages resulting from operation of illegal marijuana facility. After defeating a motion to dismiss, the case settled.

Protests:

- Successfully litigated a bid protest against agency in connection with a defense contract.

Securities Litigation:

- Advised numerous clients in matters before the SEC and state securities agencies.
- *Lesser v. Quadramed Corp.*: successfully represented shareholder in securities fraud case under Rule 10b-5.
- Defeated motion to dismiss and the case settled quickly thereafter.

Torts/Personal injury:

- Represented numerous plaintiffs in variety of personal injury cases.

Whistleblower litigation:

- United States ex rel. Thompson v. Columbia /HCA Healthcare Corp.: represented whistleblower in qui tam matter that resulted in a \$252 million settlement.
- Represent whistleblower in suit against major defense contractors.
- Represent several whistleblowers before the SEC.

Selected constitutional litigation:

First Amendment:

- McConnell v. FEC: challenged McCain-Feingold legislation's ban on speech in the immediate run-up to elections in both the district court and in the Supreme Court.
- Successfully defended against Disney lawsuit challenging abolition of the Reedy Creek Improvement District.
- Obtained mandamus order requiring dismissal of First Amendment claim against members of the Arkansas Supreme Court.
- Represented the state of Louisiana in its suit against the Biden Administration for censoring conservative viewpoints with the assistance of Twitter and other large technology companies.
- Represented state of North Carolina in successfully defending against First Amendment challenges to various voting rights laws.
- Represent the state of Florida in defending its ban on censorship by Big Tech firms.
- Represent members of the firearms industry in suits challenging speech rights of defendants.
- United States Chamber of Commerce v. Washington State: represented the Chamber in challenge to Washington State's public disclosure laws before state Supreme Court.
- Successfully obtained mandamus order on First Amendment grounds to prevent the disclosure of internal campaign communications.
- Represented members of Congress in defense of a cross memorial in an

Establishment Clause challenge.

- Advises numerous clients on election law, speech, advertising, and defamation issues.

Second Amendment:

- Represented plaintiffs in cases around the country implicating the right to keep and bear arms. Litigated cases in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, and Eleventh and DC Circuits and related district courts, as well as numerous state courts.
- Represented the Pink Pistols, an organization advocating on behalf of sexual minorities, in challenge to D.C.'s ban on carriage of firearms. Successfully obtained preliminary injunction of the ban. On appeal, the DC Circuit invalidated the ban.
- Successfully challenged Chicago's ban on the sale of firearms.
- Successfully challenged Illinois' ban on the carriage of firearms.
- Privacy rights: obtained preliminary injunction in suit challenging New York's mandatory disclosure regime of pistol permit holders.

Fifth Amendment:

- Represented numerous clients in takings claims in the Court of Federal Claims, including AmBase Corporation (\$205 million verdict).
- Represents Fairholme Funds and WR Berkley in suit challenging nationalization of Fannie Mae and Freddie Mac. A jury awarded \$820 million in damages to a class of plaintiffs and our clients.
- Successfully defended against Disney's claims of a taking of property in connection with the abolition of the Reedy Creek Improvement District.
- Represents landlords in suit challenging constitutionality of New York's rent control regime.
- Drafted numerous white papers demonstrating that proposed legislation runs afoul of the Takings Clause.
- Represent landowners in successful takings claim involving water rights.

- Represented insurance companies in connection with efforts to impose retroactive liability on the industry.
- Advised numerous investors on viability of takings claims pursued by publicly traded companies.

Civil Rights:

- Duke Lacrosse: represented 38 members of the 2006 Duke lacrosse team in litigation against Duke University. After defeating Duke's motion to dismiss and completing extensive fact discovery, the case settled.
- Affirmative Action: successfully defended California's Proposition 209, which eliminated affirmative action in education and contracting. Defended similar law in Michigan before the Sixth Circuit and United States Supreme Court.
- Represent the states of Alabama, Idaho, Kentucky, and North Carolina in defending its ban on puberty blockers being provided to minors.
- Represent class of air traffic controllers against FAA for racial discrimination in hiring practices.
- School desegregation: successfully represented East Baton Rouge School District in litigation ending federal judicial supervision of the district.
- Conducted two week trial on behalf of official proponents of California's Proposition 8 which restored the traditional definition of marriage.

Election law:

- Won 8-1 victory in the United States Supreme Court in a ruling that held that the North Carolina legislature had the right to intervene to defend its election laws.
- Argued Moore v. Harper before the United States Supreme Court and sought restoration of congressional redistricting plan under the Elections Clause.
- Successfully defended North Carolina's voter ID law after three week trial in state court.
- Johnson v. Governor of Florida: successfully defended Florida's law disenfranchising convicted felons in trial court and on appeal.
- Represented plaintiff in challenge to use of drop boxes in Wisconsin.

- Represent the North Carolina legislature in several suits challenging state election laws involving rules pertaining to absentee ballots, polling availability, and related matters.
- Represented voters in Nevada in effort to stop illegal aliens from voting.
- In North Carolina, successfully obtained order under the All Writs Act to maintain witness requirement for absentee ballots.
- Howell v. McAuliffe: successfully represented Speaker of the House in Virginia in overturning mass clemency order of governor.
- Successfully represented candidate for state attorney general in ethics investigation and related civil litigation. All charges and claims were dismissed.
- Represented congressional candidate in elections clause challenge to Pennsylvania rules relating to absentee ballots.

Separation of Powers:

- Successfully argued before the United States Supreme Court in Collins v. Yellen in challenge to the structure of the Federal Housing Finance Administration.
- Clinton v. City of New York: successfully challenged the Line Item Veto Act in the Supreme Court.
- Glavin v. Clinton: successfully challenged in the Supreme Court the Clinton Administration's efforts to conduct a statistical sample as part of the census rather than an actual enumeration of the population.
- Rop v. FHFA: appointments clause and nondelegation challenge to nationalization of Fannie Mae and Freddie Mac.
- Submitted numerous amicus briefs on behalf of Members of Congress on separation of powers issues.
- Analyzed and litigated Appointment Clause issues in numerous contexts.
- Successfully quashed subpoena served on sitting U.S. Senator.

Due Process:

- Retained by the Justices of the West Virginia Supreme Court and successfully defended against due process challenge to the state's handling of asbestos

litigation.

- Successfully challenged Illinois' system of background checks for carrying firearms that provided no notice or opportunity to be heard to those whose applications were denied.
- Challenged the Obama Administration's Operation Choke Point as a violation of due process.
- Represented North Carolina in election suits seeking relief under the due process clause.
- Prepared white paper analyzing due process implications of forcing the people of Puerto Rico to vote on a referendum containing a false description of Commonwealth status.

Preemption:

- Litigated numerous preemption cases.
- Obtained TRO and summary judgment against the Village of Deerfield, Illinois in preemption case.
- Represent plaintiffs in suit against City of Pittsburgh in preemption case. Won summary judgment.

National Security:

- Represented former Attorney General John Ashcroft in connection with his testimony on DOJ's "torture memos" before the House Judiciary Committee.

Commerce Clause:

- Coors Brewing Company v. Calderon, (D.C. Cir.): successfully represented Governor of the Commonwealth of Puerto Rico, in a challenge to Puerto Rico's graduated beer tax regime.
- Advised numerous clients on matters related to the Dormant Commerce Clause.

Buchanan

Raquel A. Rodriguez
305 347 5913
raquel.rodriguez@bipc.com

One Biscayne Tower
Two South Biscayne Boulevard
Suite 1500
Miami, FL 33131-1822
T 305 347 4080
F 305 347 4089

May 2, 2024

VIA EMAIL: RGarlo@tji.martin.fl.us

Mr. Robert Garlo
Town Manager
Town of Jupiter Island
2 Bridge Road
Hobe Sound, Florida 33455

Re: Engagement Agreement for Legal Services

Dear Mr. Garlo:

Buchanan Ingersoll & Rooney PC (“we” or the “Firm”) will provide the legal services described in the attached Appendix A which, together with this letter, establish the terms of our agreement (“Agreement”). Appendix A, among other matters, identifies the client we represent in this engagement, defines the scope of our engagement, describes our fee arrangement, and addresses matters specific to the attorney-client relationship such as communications, conflicts of interest, and records retention.

Please note that it is our practice to obtain your consent before we send you certain electronic communications like announcements, briefings on legal developments, and invitations to seminars and other events. In connection with your engagement of the Firm to render legal services, you consent to our sending you these electronic communications. You may withdraw your consent (or update your profile information) at any time by notifying me. If you withdraw your consent, we will stop sending you this type of electronic communication, but we will continue to send you electronic communications that are directly related to the matter for which we have been retained.

Additionally, during the course of this engagement, the Firm may collect certain personal information relating to the services contemplated by this letter. The collection of any such personal information will be governed by, and such personal information will be processed in accordance with, the Firm’s Privacy Policy, as well as any applicable privacy laws and codes of

May 2, 2024
Page - 2 -

professional conduct. You can obtain a copy of the Firm's Privacy Policy on our website at www.bipc.com or by requesting one from me.

I will be the attorney in the Firm principally responsible for this engagement. Other attorneys, professionals, and legal assistants will work with me as appropriate.

Please review Appendix A carefully and contact me if you have any questions. If the terms are acceptable, please sign and return a copy to me. Because the terms of our engagement include waivers of possible conflicts of interest, we recommend that you consult with separate legal counsel. Note that these terms will apply to our engagement if you accept our services without returning a signed copy.

The Firm and I appreciate your confidence in us and look forward to working together.

Sincerely,

BUCHANAN INGERSOLL & ROONEY PC

Raquel A. Rodriguez

Raquel A. Rodriguez

APPENDIX A

1. SCOPE OF REPRESENTATION

Our legal services for this engagement are limited to representing the Town of Jupiter Island (“you” or the “Town”). The Firm does not have a separate attorney-client relationship with, or owe professional duties to, any individuals or entities that are “affiliates” of the Town unless we agree in writing to represent such affiliate. The term “affiliate” includes the Town’s elected officials, employees, agents, successors-in-interest, and others that control, are controlled by, or under common control with the Town. The Town agrees that it will not assert a conflict of interest if the Firm represents another client in a matter adverse to a Town affiliate unless the Firm has established an attorney-client relationship with that affiliate in matters unrelated to this engagement. Nothing herein shall exclude the confidentiality of any communications we exchange with such affiliates to the extent that such communications advance a common interest between the Town’s affiliates and the Town with respect to the engagement.

2. SCOPE OF ENGAGEMENT

We will represent the Town in with respect to the following matters: (1) *David Slan v. Town of Jupiter Island*, Case No: 43-2023-CA-001607-CAAXMX pending in the Nineteenth Circuit Court of Florida (upon an order approving Buchanan as substitute counsel for the Town); and (2) analysis of proceedings in *Michael David Testa et al. v. Town of Jupiter Island*, in the Fourth District Court of Appeal, Case No. 4D22-0432, Lower Court Case No. 2021-CA-000599, and (3) analysis of the 2023 amendments to Fla. Stat. §166.041 as enacted by ss. 5, 6, ch. 2023-309, Laws of Florida, with respect to any pending or threatened litigation. Our representation will include negotiations, pleadings, discovery, pre-trial motions, trial, and post-trial motions, subject to the termination and other rights and conditions set forth herein. Representation on appeal or in execution proceedings after judgment will be subject to a separate engagement review and agreement. You have not asked us to review the Town’s insurance policies to determine the possibility of coverage for this matter or to notify the Town’s insurance carriers. It is important that you carefully review the availability and terms of insurance that may cover all or portions of this matter and, if applicable, provide timely notice to the carrier.

Although this engagement is limited to the matter identified, this Agreement also covers the Firm’s engagement terms with respect to other legal matters. Before agreeing to undertake a new engagement, including one involving contracts, dealings or disputes with other parties, we will review the matter to determine if there are other representations that could present a conflict of interest for the Firm.

3. **BILLING MATTERS**

(a) **Legal Fees.** The charge for our services is based upon the then current hourly rates of our personnel performing the services. Our billing rates and charges are revised annually, and we reserve the right to revise them at other times with 30 days' advance notice. Our current rates for the core group of attorneys and staff who will provide the services described under Scope of Engagement in Section 2 are:

<u>Timekeeper</u>	<u>Hourly Rate</u>
Raquel A. Rodriguez, Shareholder	\$1,110.00
Mark A. Auerbacher, Shareholder	\$775.00
Kyle Teal, Shareholder	\$715.00

If other timekeepers provide services on this matter, they will bill their time at their then current hourly rate.

We understand that the Town shall be responsible for the payment of our fees and costs.

(b) **Statements and Responsibility for Payment.** We will issue statements to the Town with a brief description of each entry for time worked and each cost item incurred. Our invoices are due and payable upon receipt, and any balance that remains unpaid for thirty (30) days shall accrue interest equal to 1 ½% per month. Unpaid invoices may lead the Firm to decline to continue to provide services.

(c) **Costs.** Our statements will include costs and administrative charges incurred during the course of the representation ("Costs"). These may include litigation support vendors, technology providers, experts and expert witnesses, investigators, local counsel, court reporters, video and other deposition charges, e-discovery charges, process servers, witness fees, filing fees, delivery and messenger services, travel, special copying/printing projects, and foreign telephone and fax charges. Some items may include an adjustment above cost for administrative overhead or will be billed at fair market value, although in some instances the Firm may receive such items on a discounted basis. The Payor agrees to pay directly any invoice or series of invoices for Costs in excess of \$500, including the charges of professionals and service providers engaged by the Firm at the Town's request.

(d) **Outside Expert and Service Provider Fees.** The Town will be responsible for the fees and costs charged by investigators, consultants, experts, and local counsel engaged to assist

us in representing the Town and generally will be invoiced directly by the provider. We will only engage such third-party providers with the Town's prior approval.

(e) Advance Payment. The Firm will begin work upon receiving an advance payment of \$10,000.00. To the extent permitted by local rules, advance payments will be deposited with the Firm's general funds and will not be held in a segregated trust account. This means that the entity making an advance payment, the Town, is relying on the Firm's financial condition and will not earn interest on the advance payment. The Town's acceptance of this Agreement will confirm its consent to this arrangement. We reserve the right to apply the advance payment to the Fees and Costs incurred on behalf of the Town in this engagement.

(f) Trial Advance. Once a trial or arbitration hearing date is set, we will require the Town to pay all amounts then owing to us and to deposit with us the fees and Costs we estimate will be incurred in preparing for and completing the trial or arbitration, as well as jury fees and arbitration fees likely to be assessed. If the Town fails to timely pay any such deposit, we will have the right to withdraw from the representation. If permission of the court or arbitration panel is required, the Town agrees not to oppose any motion to withdraw.

4. ESTIMATES

Although the Firm may provide an estimate of fees and costs for the Town's guidance, the actual fees and costs the Town will incur during the course of our engagement are not predictable and may vary from any estimate(s) provided. Accordingly, any estimate given by the Firm is not a maximum or fixed fee quotation and does not constitute a guarantee of the final amount of fees and Costs that will be incurred. The Town's obligation to pay the Firm's fees and costs is not in any way contingent on the ultimate outcome of the engagement.

5. CONFLICTS OF INTEREST

(a) Advance Consent to Certain Adverse Representations. Recognizing and addressing conflicts of interest is a continuing issue because many of our clients have business interactions or do business in the same industries. We may be asked to represent other clients with legal, financial, business, or other interests that are directly or indirectly adverse to the Town's interests. We are accepting this engagement with the Town's understanding and agreement that during and after our attorney-client relationship the Firm may represent other clients in some types of matters (further explained below) that are adverse to the Town as long as those matters are not the same or substantially related to the particular matters in which we represent the Town ("Permitted Adverse Representation"). By granting this advance consent you confirm, subject to the conditions above, that the Town will not (a) seek to disqualify the Firm from representing another client in a Permitted Adverse Representation, or (b) assert that the Permitted Adverse Representation is a breach of our professional duties to the Town. We recommend that the Town consult with separate legal counsel about this advance waiver of certain conflicts of interest.

(b) Permitted Adverse Representations. A Permitted Adverse Representation could involve, for example, the Firm representing and advising another client in the following at the same time we are representing the Town: (a) defending—but not initiating—a primary claim, dispute, litigation or other proceeding adverse to the Town; (b) a review, opinion, or challenge involving intellectual property held by the Town; (c) a business, commercial or real estate negotiation or transaction between the Town and the other client; and (d) government relations, legislative, administrative, or executive matters that may affect the Town's interests or positions directly or indirectly. If the Firm undertakes a Permitted Adverse Representation, the Firm's duty of confidentiality and nondisclosure of Town confidential information will remain in full force and effect.

(c) Other Potential Conflicts. In situations that do not involve a Permitted Adverse Representation, we may ask the Town to consent to the Firm's representation of another client in an adverse matter. The Town agrees to consider our request for consent in a timely manner so that we may respond promptly to the client requesting our representation. In order to assist us in resolving possible conflicts with other clients, the Town consents to our disclosing the fact that we represent the Town and the general areas of law involved as long as that disclosure does not itself compromise the confidentiality of our work for the Town.

(d) Representations That Are Not Conflicts of Interest. We do not consider the following to present a conflict of interest with our representation of the Town: (a) representing a party that is adverse to any affiliate of the Town unless we have agreed in writing to establish an attorney-client relationship with that affiliate; (b) representing the Town's business competitor; or (c) providing government relations services.

6. USE OF TECHNOLOGY

We expect to perform our services and communicate with you and others at the Town using common technologies such as email, electronic document production and storage, and mobile devices. While we have implemented security protections, the Town accepts the risks associated with these technologies including, but not limited to, the security risks of interception of, or unauthorized access to, electronic communications.

7. COMMUNICATION AND COOPERATION

We will keep the Town informed about the status of matters the Firm is handling for the Town. Our lawyers may express their views about the prospects of Town matters; however, these views are not a prediction or guarantee of the outcome and do not constitute a promise or assurance of success. The Town acknowledges and understands that our ability to represent the Town effectively depends on its willingness to communicate with us accurately and completely and provide us with relevant documents and information. If our engagement involves litigation or other proceedings, the Town will make its officers and employees available to meet with us, attend

depositions, hearings, conferences and trial, and to commit the personnel and resources to meet the Town's discovery obligations. The Town agrees to notify us promptly if it is acquired by or becomes part of another organization or ceases to exist as an organization so that we may determine whether, and on what terms, we may represent the successor-in-interest.

8. PRESERVATION OF LITIGATION MATERIALS

If the Town is or may become a party to litigation, the courts will expect the Town to have preserved all records that are potentially relevant to the case. This may require the Town to assist Buchanan to issue a "litigation hold" addressed to all personnel who may have custody of the records directing them to stop the destruction of potentially relevant or discoverable records and to suspend even routine document destruction under a records retention policy. It is crucial for the Town to identify all document custodians and storage locations, including outside and personal emails, chats and web-based applications containing potentially pertinent information. The courts will expect the Town to monitor compliance with the litigation hold. Properly identifying and preserving electronic records are particularly important because of the ease with which e-mail and other electronic documents may be deleted or lost. If we are engaged to provide guidance on the Town's document preservation obligations, it is essential for the Town to actively and vigilantly participate in the litigation hold process in order to avoid the possibility of court-imposed sanctions.

9. TERMINATION OF REPRESENTATION

The attorney-client relationship will terminate upon completion of the services that the Town retained us to perform. Following completion of our engagement, the Firm will have no continuing obligation to advise the Town about future legal developments unless we otherwise agree in writing. The Town understands and agrees that post-completion administrative activities such as the following will not extend our representation of the Town: post-completion billing and collection; internal Firm recordkeeping including retention of original documents; forwarding correspondence, notices, and other post-completion information; docketing of future deadlines; providing courtesy notice of renewal and extension filing requirements and other future due dates; and distributing information of general interest about developments in the law and Firm events.

The Town may discharge us at any time, and we also may withdraw from the engagement if we have good cause ("Good Cause") to do so. Good Cause includes the Town's refusal to communicate and co-operate reasonably with us or to follow our advice on a material matter, failure to pay our fees in a timely fashion or any other circumstance permitting withdrawal under the Rules of Professional Conduct.

10. RETENTION OF RECORDS

After our services are concluded, payment has been made, and at the Town's request, the Firm will deliver all documents and property provided to the Firm and documents prepared for

purposes of the engagement except for our internal memoranda and records, attorney notes, drafts not intended for external distribution, and similar lawyer working materials. We may also elect to retain a copy of other portions of the file at our expense. Subject to the requirements of Chapter 119, Florida Statutes, we reserve the right to dispose of any documents or other materials after a reasonable time following the conclusion of our engagement without further notice to the Town.

If the Town is in breach of its payment or other agreements with the Firm, we may withhold certain portions of the Town's records in accordance with the Rules of Professional Conduct and Chapter 119, Florida Statutes.

The Firm understands that its file and all electronic records pertaining to its representation of the Town in this matter are public records pursuant to Chapter 119, Florida Statutes. The Firm acknowledges that it will keep and maintain the public records as required by Chapter 119. Upon request from the Town's custodian of public records, the Firm will 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 or as otherwise provided by law. The Firm acknowledges that it will ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. At the conclusion of this engagement, the Firm will transfer, at no cost to the Town, all public records in its possession to the Town. The Firm acknowledges that all records stored electronically must be provided to the Client upon request from the Town's custodian of public records in a format that is compatible with the information technology systems of the Town. If the Firm has questions regarding the application of Chapter 119 to its duty provide public records relating to this engagement, the Firm may contact the Office of the Town Attorney.

11. **PUBLIC COMMUNICATIONS**

The Firm sometimes identifies clients on our website and in other published materials. The signature on this letter also acknowledges consent to including the Town's name in these communications.

12. **GENERAL PROVISIONS**

(a) **Written Modification and Governing Law.** No modification of the terms of our engagement may be enforced against the Firm unless signed or agreed to in writing by the Firm. The relationship between the Town and the Firm will be governed in all respects by the law of Florida without regard to its conflicts of laws principles.

(b) **Insurance.** The Firm maintains errors and omissions insurance coverage applicable to the services rendered under this Agreement.

May 2, 2024
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The undersigned hereby confirms that he or she understands, agrees and accepts the terms of this Agreement including Appendix A on behalf of and as duly authorized by the Town:

TOWN OF JUPITER ISLAND

By the authorized undersigned:

Signature: _____
Name: _____
Title: _____
Date: _____

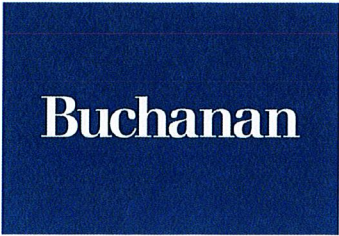


Raquel (Rocky) A. Rodriguez

Shareholder

Email: raquel.rodriguez@bipc.com

P: 305 347 5913 Miami, FL



Buchanan

How Rocky Helps Clients

Rocky Rodriguez helps clients resolve problems and achieve business objectives using a 360-degree perspective she has gained throughout her career in law, business and government. She serves as Chair of Buchanan's Florida offices.

Whether representing Fortune 500 or closely held companies, life science companies, nonprofit entities, high net worth individuals or entrepreneurs, Rocky dives into understanding the client's business and goals to develop strategies to achieve those goals. She looks beyond the obvious and seeks novel approaches. In confronting regulatory issues, for example, this may mean lobbying to change the law, something she's achieved in both the insurance and financial fields in Florida, which has permitted her clients to expand their businesses in the state and attract newcomers as well.

From 2002 to 2007, Rocky served as general counsel to former Florida Governor Jeb Bush, during which she counseled Governor Bush on more than 200 judicial appointments across all levels of the Florida judiciary. During her tenure Rocky worked on some of the most critical issues facing the state, including conceiving and co-drafting the legislation for and negotiating the then-largest economic development project in state history - a \$310 million economic incentive grant to The Scripps Research Institute. Her leadership on the Scripps Florida project led her to develop expertise in the life sciences industry, an industry in which remains deeply involved, counseling some of the most prestigious research institutes and life science companies in the world.

Rocky brings over three decades of state and federal litigation experience in banking, commercial, international, real estate, constitutional, administrative and election law. She provides counseling on corporate governance and related employment matters including trade secrets, crisis and risk management, data breaches, dispute resolution and strategy, economic development and incentives, government relations, and government investigations. Her experience

extends into domestic and international arbitration, and she currently serves on an arbitration panel in an investment treaty dispute at the Permanent Court of Arbitration in The Hague.

Using her background in government, Rocky has advised both domestic and international clients on issues involving Florida business, financial and healthcare regulations, the U.S. Foreign Corrupt Practices Act, the U.S.A. Patriot Act and government investigations.

What Clients Can Expect

Rocky is a strategic and creative thinker who uses her 30-plus years of experience, as well as her understanding and appreciation of business, to serve as a trusted advisor to her clients. She thinks of herself as the client's quarterback within the firm, anticipating issues they may not have thought of and assembling the right team to get the job done. Whether it's in negotiations or dispute resolution, she won't take "no" for an answer and will persevere to get to the right result.

Many of Rocky's clients have been with her for over a decade - a testament to her working style and successes. She makes it a priority to know her clients well and develops a solid working relationship with each and every one. She will go the extra mile for her clients.

Honors and Awards

- Recipient of the International Women's Day Award from the World Trade Center Miami (2022)
- The *Daily Business Review* Lifetime Achievement Award
- Named to the *Best Lawyers in America* list consecutively since 2016
- Selected for inclusion in *Florida Super Lawyers* since 2008
- Named leader in Florida Litigation: General Commercial - *Chambers USA* (2009-2017)
- Named one of the "Top Women in Law" by the *Daily Business Review* (2017)
- Selected as one of the 25 Most Influential Business Women, *South Florida Business Journal* (2011)
- Selected as a Key Partner by the *South Florida Business Journal* (2011)
- *Florida Trend's Legal Elite*, Government Lawyers (2005-2006), International (2010-2011)
- *Florida Trend's Florida 500*, Law (2021-2023)
- *South Florida's Legal Guide*, "Top Lawyers"
- AV Peer Review Rated by Martindale-Hubbell
- Exceptional Participation Pro Bono Service Award, Dade County Bar Association and Eleventh Judicial Circuit "Put Something Back"

Outside the Office

Rocky believes that taking time to recharge and focus on interests outside work helps her develop her creative approaches to the law. As a life-long Miamian, she loves the beach and occasional rounds of golf and is an avid baseball fan cheering on her hometown Miami Marlins, even in rebuilding years. In recent years, she's also taken up painting and drawing, which she says has honed her ability to look at things from multiple perspectives. Rocky can also be found from time to time in the Ocala area, riding horses or enjoying the fresh country air near the Florida Horse Park. Despite her Florida roots, she also enjoys winter activities such as skiing and snow-shoeing.

Since childhood, Rocky was fascinated by people, languages and cultures from around the world. She's an avid traveler, having visited 40 U.S. states and 31 countries. For two years, she was executive director of an international law firm referral network, headquartered in London, which gave her a deep understanding of the countries, people and legal systems around the world.

Rocky's parents were Cuban political exiles who came to America in 1959 immediately following the communist revolution. Their experience of having lost their country instilled in Rocky a deep appreciation for the importance of democracy, rule of law and individual freedom. A self-described "political junkie", Rocky is deeply involved in the democratic process through her involvement in political campaigns and election law.

Rocky also believes strongly in giving back. Throughout her adult life she has been involved in numerous non-profit organizations in a leadership capacity.

Proof Points

- Represented chairman of public entertainment conglomerate in suit against United States Department of Justice to enjoin service of Chilean Letters Rogatory pursuant to Inter-American Convention on Letters Rogatory
- Represented bank in lender liability action by borrower alleging fraud and breach of contract against bank resulting in involuntary dismissal of counterclaims and foreclosure judgment against borrowers and guarantors in bench trial
- Represented Spanish-language radio network in obtaining dismissal of federal constitutional rights claim by former head of Cuban National Air Force, who claimed radio personalities had encouraged his mistreatment for advocating normalization of relations with Cuba; also obtained Rule 11 sanctions against plaintiff's counsel
- Co-counsel for major petroleum marketer in defense of a putative class action suit by Florida boat owners alleging damage to fuel tanks and systems from use of ethanol-blended gasoline; class certification was denied
- Co-counsel for advocacy group in putative class action suit alleging peer-to-peer text messages violated the Telephone Consumer Privacy Act (TCPA); case settled before class certification
- Party-appointed arbitrator in investor-state treaty arbitration at Permanent Court of Arbitration

- One of the lead attorneys representing the Republican Party of Miami-Dade County during the 2000 Presidential Election recounts before the Miami-Dade Canvassing Board and the state courts
- Counseled publicly traded biotech company with respect to Florida healthcare and clinical laboratory regulations
- Lead lawyer for the State of Florida Governor's Office on over \$1.5 billion in state and local incentive deals involving Florida biotechnology sector, including conceived the structure, co-wrote the legislation, and negotiated the contract terms for the award and oversight of \$310 million in state incentives to The Scripps Research Institute
- Developed the strategy and structure for obtaining nearly \$200 million in state and local incentives for the Max Planck Society, one of the leading scientific research institutes in the world in the establishment of the Max Planck Florida Institute for Neuroscience in Jupiter, Florida
- Successfully led multi-year effort to change Florida international banking laws to create new section in Chapter 663 allowing qualified limited service affiliates
- Defeated injunction and obtained summary judgment in favor of Clerk of City of Miami in injunction action seeking to remove strong mayor referendum from 2018 general election ballot
- Defeated injunction and obtained dismissal of action by neighborhood group seeking to invalidate City of Miami's license for 2019 Ultra Music Festival on Virginia Key

Related Services & Industries

- LITIGATION
- CORPORATE COMPLIANCE
- CRIMINAL DEFENSE & GOVERNMENT ENFORCEMENT
- CYBERSECURITY & DATA PRIVACY
- EDUCATION
- FINANCE
- GOVERNMENT RELATIONS & PUBLIC POLICY
- HEALTHCARE REGULATORY & COMPLIANCE
- INTERNAL INVESTIGATIONS
- INTERNATIONAL SERVICES
- LIFE SCIENCES LITIGATION
- LIFE SCIENCES

Education

University of Miami School of Law, J.D., 1985, class valedictorian, summa cum laude, Law Review Editorial Board

University of Miami, B.A., 1982, class valedictorian, Golden Key National Honor Society, Delya Theta Mu, Phi Kappa Phi, Politics & Public Affairs; minors in history and economics

Courts & Admissions

- U.S. Supreme Court
- U.S. Court of Appeals for the Tenth Circuit
- U.S. Court of Appeals for the Eleventh Circuit
- Florida
- U.S. District Court for the District of Colorado
- U.S. Bankruptcy Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida
- U.S. District Court for the Northern District of Florida
- U.S. District Court for the Southern District of Florida

NONPROFIT ORGANIZATIONS

WHITE COLLAR DEFENSE, COMPLIANCE & INVESTIGATIONS

Affiliations

American Bar Association – former positions: Standing Committee on Election Law; Chair, Young Lawyers Division; House of Delegates; Executive Committee, Section of International Law

Florida Bar – former positions: International Law Section, Executive Council and Co-Chair, Amicus Committee; Judicial Nominations Procedures Committee

Dade County Bar Association - former position: President , Young Lawyers Section

Federalist Society – former position: President, Miami Lawyers Chapter

Permanent Court of Arbitration in the Hague, Arbitrator

Civic & Charitable

Member, The Florida Council of 100

Board of Directors, BioFlorida, Co-Chair, Government Affairs Committee

Board of Trustees, Foundation for Florida’s Future; past member, Audit Committee

Board of Directors, Chair, Investment Advisory Committee, Barbara Bush Foundation for Family Literacy

National Board of Directors, Warriors at Ease

Languages

French

Spanish

TOWN OF JUPITER ISLAND

MEMORANDUM

TO: Mayor & Town Commission

THROUGH: Robert Garlo, Town Manager

CC: Kimberly Kogos, Town Clerk

FROM: John Duchock, Asst. Town Manager/Beach District Director

RE: Agenda Item 10a: Comprehensive Vulnerability Assessment
Support Services

DATE: 4/30/2024

Background:

The Town Commission approved Tasks 1-9 of the Vulnerability Assessment work proposal provided by Cummins Cederberg, providing consulting tasks that are required by the State and covered by the Resilient Florida Grant awarded to the Town. At the Commission's request, two work tasks were removed from the original proposal for further discussion and consideration. Cummins Cederberg has prepared an updated proposal for those tasks. The first task is to develop a web-based story map that may be linked to the Town's website as a means to provide public updates and visual information related to the study. The second task provides grant-related administrative support to prepare and submit quarterly progress reports, reimbursement and payment requests to the State, and other grant deliverables over a two-year period. Costs for the additional work tasks are as follows:

<i>Task</i>	<i>Cost</i>
10. Project Story Map (Fixed Cost)	\$9,000
11. Resilient Florida Grant Administration and Reporting (Time and Materials not to exceed)	\$15,000
TOTAL WORK AUTHORIZATION (not to exceed)	\$24,000

Recommendation:

Town staff is seeking Commission approval of the work proposal as presented by Cummins Cederberg in an amount not to exceed \$24,000.00.

CUMMINS | CEDERBERG
Coastal & Marine Engineering

May 3, 2024

73004-A1

Town of Jupiter Island

Attn: Mr. John Duchock, Beach District Director
2 Bridge Road
Hobe Sound, FL 33455
Sent via email: jduchock@tji.martin.fl.us

RE: Proposal for Marine Engineering and Environmental Consulting Services
For the Town of Jupiter Island

Dear Mr. Duchock:

Pursuant to your request, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this proposal addendum for our marine engineering and environmental consulting services for the proposed Town-wide Vulnerability Assessment for the Town of Jupiter Island, located in Martin County, Florida (Project) that was awarded as part of the 2023 Florida Department of Environmental Protection (FDEP) Resilient Florida grant program application cycle.

Project Introduction

It is our understanding that the Town would like to include the creation of a Story Map, and grant administration and reporting, and additional tasks related to the Town-wide vulnerability assessment (VA) previously contracted. This proposal addendum is outside of the awarded VA grant scope and fees approved by the FDEP. Any changes to the FDEP Grant Work Plan may trigger a modification of this proposal addendum.

Scope of Services

The following section outlines the scope of services to be provided by Cummins Cederberg for the Town of Jupiter Island (Client). The below tasks are numbered sequential to the tasks in the previously approved contract.

Task 10 – Project Story Map

Cummins Cederberg will prepare a web-based GIS Story Map website that can be linked to the Town's website or home page. The Town can maintain this website to keep the public up to date on the Town project timeline to improve the community's awareness of flood risks. The Story Map website can be readily accessible to members of the public, Town staff, elected officials, and

Town of Jupiter Island Town-wide Vulnerability Assessment
May 3, 2024

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regional partners to align any future project goals and/or resiliency initiatives. Cummins Cederberg will prepare the website to align with the Town's Vulnerability Assessment Plan for improved communication, engagement, and cross-collaboration within the community, serving as a 'living document' version of the Vulnerability Assessment Plan.

Deliverables: GIS Story Map website

Fees for Task 10 are lump sum (including expenses): **\$9,000.00**

Task 11 – Resilient Florida Grant Agreement Administration and Reporting

Cummins Cederberg will lead the grant administrative services for the FDEP grant agreement. This task includes grant reporting as required by the FDEP such as drafting of the FDEP Quarterly Reports and match documentation, if applicable. This task will also include scope or agreement revisions/extensions with FDEP, as needed. Cummins Cederberg will provide ongoing coordination and correspondence with the FDEP grant manager and Town staff during execution of the Town of Jupiter Island Town-wide Vulnerability Assessment project. Support with FDEP payment requests, grant budget coordination, and deliverable tracking is included in this task. For purposes of this scope, Cummins Cederberg has estimated two (2) years of grant administration and reporting support. If additional budget is needed beyond the hourly estimate provided herein, Cummins Cederberg will notify the Client.

Deliverables: Grant Work Plan quarterly reports, Grant reimbursement requests.

Fees for Task 11 are hourly NTE (excluding expenses): **\$15,000.00**

Fees

Fees for services are noted above. Cummins Cederberg shall invoice the Client on a percent complete basis each month and/or completion of tasks.

Conditions/Assumptions

- Scope assumes Story Map to be hosted on Town of Jupiter Island's ESRI server for public access and viewing. Cost of website maintenance and updates not included in this scope after completion of the FDEP grant funded VA.
- Assumes all County and Municipal critical asset data has been reviewed and compiled into required GIS format for QA review.
- This scope does not include environmental permit processing or any pre-application meetings with the regulatory agencies.
- The Town shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- The Town shall provide any available background information, such as as-built drawings, historical photographs, permits or other documentation.

Town of Jupiter Island Town-wide Vulnerability Assessment
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General

This proposal is valid for 60 days and was prepared based on the information provided by the Client to date. This proposal is subject to the terms and conditions in our 2019 Continuing Services Consultant Agreement for Beach Restoration, Coastal and Environmental Engineering, renewed in 2023, between the Town of Jupiter Island and Cummins. If you wish us to provide the services detailed above, please sign this Proposal Addendum and return a signed copy to us.

We appreciate the opportunity to prepare a proposal for our marine engineering and environmental consulting services and look forward to working together on this important project. Should you have any questions or require additional information, please do not hesitate to contact me at 904-537-5013 or dirwin@CumminsCederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.



Danielle H. Irwin, M.Sc.
CFM, PWS, WEDG, LEED AP
Senior Director

Read and Accepted by **Client**:

By: _____

Name: _____

Title: _____

Date: _____

Enclosures:

Certificate of Insurance

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Memorandum

To: John Duchock
 From: Danielle Irwin
 CC: Jennifer Bistyga
 Date: April 29, 2024
 Project Name: Town of Jupiter Island Comprehensive Vulnerability Assessment
 Project Number: 73004
 Re: Vulnerability Assessment Steering Committee

The Town of Jupiter Island is in the process of entering into an agreement with the State of Florida for the Town of Jupiter Island Comprehensive Vulnerability Assessment (Grant Work Plan No. 24PLN16). Task No. 3 under the Grant Work Plan requires the Town to assemble a Steering Committee and Conduct at a minimum 2 meetings. Task No. 3 as stated in the work plan:

“The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 2 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial. The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.”

The Florida Adaptation Planning Guidebook recommends that the “planning team recruit a steering committee whose composition is a blend of community champions, knowledgeable community development officials and technical experts.” Cummins Cederberg recommends the Towns’ Steering Committee should be made up of the following:

- Public Officials – Including elected officials from both the Town and the County. Town Staff from multiple disciplines affected by the findings of the VA should also be included.
- Technical Experts – Including local college professors well versed in the subject matter.

- Coastal Engineers and Scientists – Including team members from Cummins Cederberg and staff members from local governmental agencies which could include the South Florida Water Management District, technical staff from other local coastal communities, etc.
- Community Development Professionals – Including but not limited to the Treasure Coast Regional Planning Council, Local Floodplain Manager, and/or Local Planning Agency.
- Special Interest Groups – Including but not limited to local businesses, real estate agents, developers, local non-profits, environmental organizations and/or neighborhood associations. These may include the Jupiter Beach Club, Jupiter Island Residents Association, Hobe Sound National Wildlife Refuge, and the Nature Conservancy's Blowing Rocks Preserve.

There is a lot of variety in how the steering committee task can be implemented. Guidance from FDEP recommends no more than ten (10) representatives to better manage meeting outcomes.¹ However, many entities have significantly more than this in their steering committee. For example, the 2023 Miami Springs Vulnerability Assessment Steering Committee had nineteen (19) members, including Cummins Cederberg who served as a subject matter expert (excerpt attached). In comparison, Bal Harbour Village's 2024 Vulnerability Assessment used an internal working group of twelve (12) members to serve as an ad hoc steering committee including the Public Works Director, Capital Improvement Planning Director, Recreations, Arts, and Culture Director, Chief Financial Officer, Operations Manager, Compliance Officer, Emergency Manager, Communications, Building Official, and Village Planner.

Please consider incorporating the entities below as potential steering committee representatives. This list reflects our preliminary discussion with you on February 23, 2024.

1. TOJI Public Utilities / Public Works Director
2. TOJI Building Official
3. TOJI Planning & Zoning Director / Floodplain Manager
4. TOJI Financial Director / CIP
5. TOJI Impact Review Committee Representative
6. TOJI Board of Adjustment Representative
7. South Martin Regional Utility (SMRU) Representative
8. Martin Metropolitan Transportation Organization Representative
9. Martin County Public Works
10. Treasure Coast Regional Planning Council

¹ May 2022. FDEP Standardized Vulnerability Assessment: Scope of Work Guidelines, https://floridadep.gov/sites/default/files/VA%20Scope%20FINAL%20_0.pdf

STEP 2 - STEERING COMMITTEE

During the kick off meeting the planning team, in coordination with the City staff, a group of community leaders, elected officials, key decision makers, and technical experts that have been identified are confirmed. The Steering Committee provides additional project oversight, contribute subject matter expertise, aid in identifying gaps in testing assumptions, propose refinements, review and respond to primary deliverables.

Table 3 shows a list of suggested Steering Committee members that include a blend of key individuals with strong ties to the community and technical experts that were selected based on their expertise, The Steering Committee is composed of elected officials and community members representing local businesses like developers and insurance agents, academia, as well as residents.

Table 3. List of Steering Committee members

AGENCY	POSITION	NAME
BA	Project Manager	Jose Lopez
BA	Outreach specialist	Tere C. Garcia
PUBLIC OFFICIALS		
Miami Springs	City Mayor	Maria Puente Mitchell
BUSINESS COMMUNITY		
Real Estate developer	The Leonard Real Estate Group	Charlie Leonard
Insurance agency	Coastal Insurance Group Vice President	Douglas Matthew Webb
TECHNICAL EXPERTS/ACADEMIA		
UF	Department of Environmental Engineering Sciences Research Professor	William Cooper
COASTAL SCIENTISTS		
SFWMD	Resiliency Officer	Ana Carolina Coelho Maran
SPECIAL INTEREST GROUPS		
Local residents	Woolpert Program Director	Alfredo C. Sanchez
Non-governmental organizations		Rick Householder

MIAMI DADE COUNTY

Miami-Dade LMS	EM Planner	Robin Yang
Miami - Dade Water Management	Engineer	Amy M. Cook
Miami - Dade Water Management	Engineer	Alberto Pisani

OTHER MEMBERS

BA	Public Information Officer	Maria Luisa Murillo
BA	Jr. Engineer	Alejandro Marinucci
Cummins Cederberg	Engineer	Leonard Barrera Allen
Miami Springs	City Manager	William Alonso
Miami Springs	Assistance City Manager	Tammy Romero
Miami Springs	PW	Lizette Fuentes
Miami Springs	PW	Lazaro Garaboa

STEP 3 - BACKGROUND INFORMATION

The planning team in coordination with City has researched and compiled existing background data including existing water levels, critical assets and GIS information.

SEA LEVEL RISE SCIENCE

In 2019, the Southeast Florida Regional Climate Change Compact (Compact) released an update of the Unified Sea Level Rise Projections Guidance Report (Compact 2020), which describes a summary of observed sea level rise trends and recommended regional sea level rise projections through the year 2120. This update is intended to support local governments and regional entities in the development of science-based adaptation strategies, policies, and infrastructure design.

EXISTING WATER LEVEL CONDITIONS

To understand the City's vulnerability to sea level rise, it is important to first establish existing baseline water levels upon which sea level rise is evaluated.

Storm surge levels, displayed in Table 4, were taken from the United States Army Corps of Engineers (USACE) Coastal Hazard Systems (CHS), which is based on high-resolution numerical modeling of coastal storms. The City of Miami Springs is approximately 5 miles upland from the Biscayne Bay. While the daily tide range is only approximately two feet, hurricane-driven storm surge can increase local water levels up to approximately seven feet above the daily high tide level and should be considered for future planning purposes. The ADCIRC save point 31944 from the CHS was selected, as it was located within Miami Springs. The storm surge values selected are shown in Table 4.



MEMORANDUM

TO: Mayor and Town Commission

FROM: Stuart Trent, Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: May 3, 2024

SUBJECT: Asphalt Paving Systems, Inc. Piggyback Agreement – Paving Services

Background:

Annual roadway maintenance expenditures are budgeted yearly and in conformance with the Town's purchasing policy, require periodic bidding of services to qualified contractors. Project scope is usually small to medium scale, and quantities do not always result in pricing that would be comparable to larger projects due to economies of scale.

Asphalt Paving Systems, Inc. is a Florida company that specializes in Roadway Microsurfacing applications. This technology provides a renewed roadway surface for roads that are at the end of their useful life but have not yet begun to deteriorate in ways that affect the structural integrity of the road. This construction methodology has been used for several decades with good success and is a lower cost option for providing a new driving surface than traditional mill and resurface construction.

The Town has used this technology and this contractor on its roadways for maintenance and restoration to extend the life of existing pavement. Martin County, St. Lucie County, and Palm Beach County all use microsurfacing to successfully extend the life of their roads.

Because of the specialized construction methods and equipment, local contractors are unable to provide this service. The City of Gainesville Florida recently bid a continuing service contract for Pavement Management services inclusive of microsurfacing, which resulted in the selection of Asphalt Paving Systems, Inc as their continuing service contractor with favorable unit pricing. It is this contract that is being submitted for piggybacking.

Supporting documents are attached to this memo and include the Contractor's consent to piggyback dated May 3, 2024, the fully executed City of Gainesville Contract for Pavement Management, and the Town's standard piggyback agreement contract. All materials have been reviewed and passed for legal sufficiency.

Staff Recommendations:

Staff requests that the Town Commission approve the requested piggyback contract for adoption, with work to be defined and awarded on a task order basis. Pricing will be based upon the contract schedule of values from the City of Gainesville contract. Task orders exceeding \$35,000.00 will be presented to the Town Commission for approval of award, as is required by the Town's finance policies and procedures manual.

CONTINUING SERVICES AGREEMENT FOR PAVEMENT MANAGEMENT

THIS AGREEMENT is entered into this day 8th of May, 2023, between ASPHALT PAVING SYSTEMS, INC., a New Jersey corporation registered to do business in Florida (“Contractor”) and CITY OF GAINESVILLE, a Florida municipal corporation (“City”). Collectively, the City and Contractor are hereinafter referred to as the “Parties.”

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, thereceipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1 **THE WORK.** The Contractor shall furnish all labor, material, equipment, and services covered by all documents attached as exhibits and incorporated by reference in this Agreement, hereinafter collectively referred to as “Contract Documents”, which shall include all necessary work and all work incidental thereto (the “Work”). All Work shall be performed and completed in accordance with the Contract Documents. The Contract Documents are made part of this Agreement as set forth herein. Receipt of the Contract Documents are herein acknowledged by the Contractor.

2 **TERM AND PRICING.**

2.1. **Term.** The Agreement is effective upon execution by both Parties and shall continue through September 30, 2023 unless earlier terminated as provided herein. The Parties may renew this Agreement for two (2) additional (2) year periods at the same terms and conditions outlined herein.

2.1.1. The City’s performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the City Commission. The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the City Commission to do so shall not constitute a breach or default of this Supplemental Agreement.

2.2. **Pricing.** The Contractor shall be paid a sum not to exceed \$4,000,000.00 per fiscal year. The City shall pay the Contractor in accordance with the pricing, as adjusted as provided herein, contained in

the Contractor's Bid Submittal dated January 27, 2023, which is shown in **Exhibit 1**, for all services actually, timely and faithfully performed.

- 2.2.1. Monthly bituminous adjustments are applicable to this Agreement as outline in the Technical Specifications.
- 2.2.2. The City reserves the option to add additional services within the scope of the original bid. Such additional services and pricing shall be authorized in the form of a Work Order per Paragraph 4 of this Agreement.
- 2.2.3. The City shall reimburse the Contractor any costs and fees associated with Payment and Performance Bonds required by Paragraph 6 of this Agreement plus a three percent (3%) mark-up. Costs, fees and mark-up shall be authorized in the Work Order per Paragraph 4 of the Agreement.
- 2.2.4. Inasmuch as failure to complete the a Work Order within the time fixed will result in substantial injury to the City and whereas damages arising from such failure cannot be calculated with any degree of certainty, it is hereby agreedthat if such Work has not reached Milestone, Substantial or Final Completion within the time required a Work Order, the Contractorshall pay the City as liquidated damages and not as a penalty the sum outlined in the Technical Specifications for each and every calendar day after the date fixed for Milestone, Substantial or Final Completion.
- 2.2.5. Unit prices may be adjusted with term renewals based on a Consumer Price Index or Producer Price Index acceptable to the Parties.

3 COMPLIANCE WITH REGULATIONS.

- 3.1 The Contractor shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work. The Contractor shall be familiar with all state and local laws, ordinances, code rules and regulations thatmay in any way affect the Work. Ignorance on the part of the Contractor will in no way relieve the Contractor of responsibility. The Contractor shall abide by and conduct its programs and provide its services in compliance withthe provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.
- 3.2 The Contractor shall (1) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the

Agreement; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Alternatively, Contractor shall provide proof that one of the exceptions to the E-Verify federal contractor rule applies.

3.3 **Living Wage.** The definitions, terms and conditions of the City's living wage requirements set forth in Division 2 of Article IX of Chapter 2 of the City's Code of Ordinances shall apply to this Agreement. These requirements include that the Contractor:

- 3.3.1 Shall pay a living wage to each covered employee during the term of this Agreement, including any extension(s) to this Agreement;
- 3.3.2 Shall maintain records sufficient to demonstrate compliance with the living wage requirements;
- 3.3.3 Shall not discharge, reduce the compensation of, or otherwise retaliate against any covered employee for filing a complaint, participating in any proceedings or otherwise asserting the requirement to pay a living wage; and
- 3.3.4 Shall cooperate with any city audit or investigation concerning compliance with or a reported violation of the living wage requirements, including providing all requested documentation.

Failure to comply with the City's living wage requirements shall be a material breach of this Agreement, enforceable by the City through all rights and remedies at law and equity.

3.4 **Apprentice and Disadvantage Worker Requirements.** Contractor shall comply with the requirements of the Apprentice and Disadvantaged Workers as outlined in Article XI, Chapter 2 of the City's Code of Ordinances for Work Orders issued in excess of \$300,000. Reporting requirements therein shall be completed in accordance with Paragraph 29. Failure of the contractor to comply with the ordinance may result in termination of the contract.

4 **AUTHORIZATION FOR WORK.**

4.1 All services under this Agreement shall be authorized and performed in accordance with a written and jointly executed Work Order. A sample Work Order is included as **Exhibit 2**. Each Work Order shall consist of the work to be performed by the Contractor, the project schedule and any specific or special provisions, pricing or specifications. Modifications to existing work orders shall be authorized and performed in accordance with a written and jointly executed Work Order Amendment. A sample

Work Order Amendment is included as **Exhibit 3**. The City Manager, or designee, is authorized to initiate and sign Work Orders and Work Order Amendments on behalf of the City up to the amount authorized in Paragraph 2.

5 **PERFORMANCE AND PAYMENT BONDS.**

5.1 Within ten (10) business days after signature of Work Order in excess of \$200,000.00 by the Parties, Contractor shall provide the City with Payment and Performance Bonds, in the forms prescribed as **Exhibits 4 & 5**, in the amount of 100% of the total sum of the Work Order, the costs of which are to be paid by the Contractor.

5.2 If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the minimum requirements noted above and City's approval.

5.3 In accordance with §255.05(1)(a), Florida Statutes, the Contractor shall record a copy of the Performance and Payment Bonds in the Public Records of Alachua County, Florida, prior to performing any Work under this Agreement. The Contractor shall deliver a certified copy of the recorded Performance and Payment Bonds to the City at least five (5) days prior to performing any Work. The timely delivery of the certified copy of the recorded Performance and Payment Bonds is a condition precedent to City's obligation to make any payments to the Contractor hereunder.

5.4 If at any time after the execution of this Agreement and the surety bonds required for its faithful performance and payment, the City shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the Work, the Contractor shall, at its own expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds in such form and amount, and with surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the City.

6 **NOTICES.** Except as otherwise provided in this Agreement, any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, by personal delivery with receipt or by electronic mail to the email addresses below. Notices shall be deemed delivered two (2) business days after mailing, unless made by personal delivery in which case

delivery shall be deemed to occur upon actual receipt by the other party or by electronic mail in which case delivery shall be deemed to occur upon sending the communication. For purposes of all notices, Contractor and City representatives and addresses are:

City:

City of Gainesville Public Works
PO Box 490 MS 58
Gainesville, FL 32627-0490
Attn: Operations Manager
pubwrk@cityofgainesville.org

Contractor:

Asphalt Paving Systems, Inc.
9021 Wire Rd
Zephyrills, FL 33541
Attn: Robert Capoferri
FLestimating@asphaltpavingsystems.com

7 WAIVER OF CLAIMS AND CONTINUING OBLIGATIONS.

7.1 It is agreed that when all Work for authorized by a Work Order has reached Final Completion and has been inspected and approved by the City, or the City's authorized representatives, the Contractor shall furnish to the City the Contractor's Final Affidavit in the form attached hereto as **Exhibit 6**, or other such release as provided for in §255.05, Florida Statutes, and agreed to by the City. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the City that all obligations of the Contractor to others, including but not limited to its consultants, subcontractors, and suppliers, incurred in connection with the Work Order have been paid in full. Contractor shall include, with its invoice for final payment, executed and notarized Waivers of Right to Claim against the Payment Bond, in the form attached hereto as **Exhibit 7**, from all laborers, materialmen and subcontractors defined in [§713.01](#), Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the applicable Work Order, unless the Contractor provides the City with a written consent from the surety regarding the Work Order or the payment in question.

7.2 The Contractor's obligations to perform the Work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress, nor approval of any payment by the City, nor the issuance of a certificate of substantial completion, nor any use or occupancy of the project or any part thereof by the City, nor any act of acceptance by the City, nor any failure to do so, nor any correction of faulty or defective work by the City shall constitute an acceptance of Work not in accordance with the Contract Documents.

7.3 The making and acceptance of final payment shall constitute:

7.3.1 A waiver of all claims by the City against the Contractor, other than those arising from unsettled liens, from faulty or defective work appearing after final payment, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein, and

7.3.2 A waiver of all claims by the Contractor against the City, other than those previously made in writing and still unsettled.

8 **INSURANCE.** Throughout the term of this Agreement, the Contractor shall provide insurance of the types and in the amounts set forth below. The Contractor shall also require any subcontractors to provide insurance as set forth below. A current copy of the Contractor Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit 8**. The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the contractor/vendor, its agents, representatives, employees or subcontractors.

8.1 **COMMERCIAL GENERAL LIABILITY.** Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

8.2 **AUTOMOBILE LIABILITY.** Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

8.3 **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.** Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA

Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

8.4 BUILDER'S RISK / INSTALLATION FLOATERS (when applicable). Check box if applicable: ☐

8.4.1 When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

8.4.1.1 Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

8.4.1.2 When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

8.5 EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds):

Employee Dishonesty coverage must be afforded for not less than \$500,000.00 Blanket all employees ISO Form.

8.6 OTHER INSURANCE PROVISIONS. The policies are to contain, or be endorsed to contain, the following provisions:

8.6.1 Commercial General Liability and Automobile Liability Coverages.

8.6.1.1 The City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

8.6.1.2 The Contractor's insurance coverage shall be considered primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

8.6.2 **All Coverages.** The Contractor/Vendor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “peroccurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

8.7 **CERTIFICATE HOLDER.** City of Gainesville, Florida, a municipal corporation

9 **INCORPRATIONS BY REFERENCE AND GOVERNING ORDER OF DOCUMENTS.**

9.1 All documents listed below, if not contained herein, are hereby incorporated by reference in this Agreement. In cases of discrepancy, the governing order of the documents is as follows:

- 9.1.1 Work Orders and Amendments thereto
- 9.1.2 This Agreement, as may be amended
- 9.1.3 Bid Addendums
- 9.1.4 Technical Specifications prepared by the City, signed and sealed on 6/9/2022
- 9.1.5 Addendum No. 1 to ITB, dated January 27, 2023
- 9.1.6 Invitation to Bid (ITB) No. PWDA-230027-DH dated December 19, 2022
- 9.1.7 Contractor’s Bid Submittal dated January 27, 2023
- 9.1.8 Schedule of Values

10 **INDEMNIFICATION.**

10.1 To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the City, and their officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. Contractor agrees that indemnification of the City shall extend to any and all Work performed by the Contractor, its subcontractors, employees, agents, servants or assigns.

10.2 The Contractor obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement.

10.3 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of the Contractor’s insurance coverage, or by limitation on the amount or type of

damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

10.4 Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

11 **PUBLIC RECORDS.**

11.1 General Provisions: Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Florida has a very broad public records law and certain records of a Contractor may be considered public records. Accordingly, by entering into an agreement with the City, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City 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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d. Upon completion of the Work, or in the event this Agreement is terminated, the Contractor, when acting on behalf of the City as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion or termination of the Agreement, it must 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 the

completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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 AT E-MAIL clerks@cityofgainesville.org PHONE (352-334-5015 OR PO BOX 490, STATION 19, GAINESVILLE, FL, 32627-0490

11.2 Confidential Information

- 11.2.1 During the term of this Agreement, the Contractor may claim that some or all of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the City shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information" or "CI."
- 11.2.2 The City shall promptly notify the Contractor/Professional in writing of any request received by the City for disclosure of Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases City from claims or damages related to disclosure by City.

- 11.3 **Compliance:** The Contractor may be subject to penalties under §119.10, Florida Statutes, if the Contractor fails to provide the public records to the City within a reasonable time.

12 **STARTING THE WORK**

12.2 Schedule

Within ten (10) days after execution of a Work Order under the Agreement, the Contractor will submit to the Public Works (PW) Operations Manager for approval an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawings submissions.

12.3 Pre-Construction Conference

Before starting Work, a conference will be held to review the schedules and submittal package (See 12.5 Submittals), to establish procedures for handling Shop Drawings and other submissions, to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the PW Operations Manager, and/or authorized representatives, the Contractor, and utility company representatives.

12.4 Notice to Proceed

Upon execution of a Work Order, the PW Operations Manager will give the Contractor a written Notice to Proceed stating date by which the Contractor must start the Work; but such date shall not be more than forty-five (45) days after the date of execution of the Work Order. No work shall be done prior to receipt of the Notice to Proceed.

12.5 Commencement of Time

The Work Order Time shall commence on the date when the Work is actually started but no later than the date provided in the Notice to Proceed.

12.6 Submittals

The Contractor's submittal package for the Pre-Construction meeting shall include the Surveyor's License Confirmation on a form provided by the City, Maintenance of Traffic Plan, Erosion & Sedimentation Control Plan, and Stormwater Pollution Prevention Plan, if applicable to the Work Order, to be accepted by the City prior to any construction activities along with any other requirements or permits and other submittal required by this Agreement or Work Order. All submittals must be accepted by the City prior to implementation.

13 **OWNERSHIP AND COPIES OF DOCUMENTS; RECORD DOCUMENTS**

13.2 All Specifications, Drawings and copies thereof furnished by the City shall remain the property of the City. They shall not be used on another project, and with the exception of those sets of Contract Documents which have been signed in connection with the execution of the Agreement, shall be returned to the City on request upon completion of the project.

13.3 The Contractor will keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during the construction process. These shall be available to the PW Operations Manager.

14 **WORK BY OTHERS**

14.2 The City may perform additional work related to the project by itself, or may enter other contracts for work on the project. The Contractor shall afford the City and/or other contractors reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate the Contractor's work with theirs.

14.3 If any part of the Contractor's Work depends for proper execution or results upon the work of any such other contractor (or the City), the Contractor will inspect and promptly report to the PW Operations Manager in writing any defects or deficiencies that render it unsuitable. The Contractor's failure to so report shall constitute an acceptance of the other work as to be fit and proper for the relationship of their Work, except as to defects and deficiencies which may appear in the other work after the execution of their Work.

14.4 The Contractor will do all cutting, fitting and patching of its Work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the PW Operations Manager.

14.5 If the performance of additional work by other contractors or the City is not noted in the Contract Documents, written notice thereof shall be given to the Contractor prior to starting any such additional work. Contractor work schedules shall be adjusted to allow for any necessary utility adjustments identified prior to start of work. If the Contractor believes that the performance of such additional work by the City or others causes the Contractor additional expense or entitles it to an extension of the Work Order Time, it may make a claim as provided in Paragraphs 24 to 26.

15 **RESPONSIBLE AGENT**

15.2 The Contractor shall designate and submit a responsible agent and alternate as necessary, for all dealings, communications, or notices or contracts between the City and the Contractor.

15.3 The PW Operations Manager will be the responsible agent for the City. Any notice or communication to or from the responsible agent shall be deemed to be a communication to the Contractor.

16 **ACCIDENT PREVENTION**

16.2 Precaution shall be exercised at all times for the protection of employees, other persons and property.

16.3 Contractor's employees shall report to their superintendent any hazardous conditions or items in need of repair noted during the performance of work. Said superintendent shall thereupon notify the responsible agent of such conditions.

17 **SUBCONTRACTS**

17.2 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the City or the PW Operations Manager may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom he has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the City and the PW Operations Manager, prior to written concurrence by the PW Operations Manager.

17.3 The Contractor will be fully responsible for all acts and omissions of its Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the City or any obligation on the part of the City

to pay or to see to the payment due any Subcontractor, except as may otherwise be required by law. The PW Operations Manager may furnish to any Subcontractor, to the extent practicable, evidence of amounts paid to the Contractor as compensation for specific Work performed.

17.4 The Specifications and Drawings shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

17.5 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Agreement. Every Subcontractor, by undertaking to perform any of the Work, will thereby be contractually bound to the Contractor by such terms and conditions.

18 PHYSICAL AND SUBSURFACE CONDITIONS

18.2 The PW Operations Manager will, upon request, furnish to the Contractor copies of all available boundary surveys and subsurface tests.

18.3 The Contractor will promptly notify the PW Operations Manager in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The PW Operations Manager will promptly investigate those conditions and determine if further surveys or subsurface tests are necessary. Promptly thereafter, the PW Operations Manager will obtain the necessary additional surveys and tests and furnish copies to the Contractor. If the PW Operations Manager finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Work Order Amendment shall be issued incorporating the necessary revisions.

19 PW OPERATIONS MANAGER'S STATUS DURING CONSTRUCTION.

19.2 The PW Operations Manager acting directly or through duly authorized representatives (Project Managers, Inspectors and Consultants) shall be the City's representative during the construction period. All instructions of the City to the Contractor shall be issued through the PW Operations Manager.

19.3 The PW Operations Manager will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The PW Operations Manager will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, nor will the PW Operations Manager be responsible for the construction means, methods, techniques, sequences, procedures or the safety precautions incident thereto. The PW Operations Manager's efforts will be directed toward providing assurance for the City that the completed project will conform to the requirements of the Contract Documents, but PW Operations Manager will not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents. On the basis of the PW Operations Manager's on-site observations as an experienced and qualified construction professional, the PW Operations Manager will keep the City informed of the progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work of the Contractor.

19.4 The PW Operations Manager will have authority to disapprove of or reject Work which is defective; i.e., it is unsatisfactory, faulty or defective, does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in Paragraph 21. The PW Operations Manager will also have authority to require special inspection or testing of the Work as provided in Paragraph 23.3, whether or not the Work is fabricated, installed or completed.

19.5 Neither the PW Operations Manager's authority to act under Paragraph 19 nor any decision made by the PW Operations Manager in good faith to exercise or not exercise such authority, shall give rise to any duty or responsibility of the City to the Contractor and Subcontractor, any of their agents or employees or any other person performing any of the Work.

20 **PW OPERATIONS MANAGER'S INTERPRETATIONS AND DECISIONS.**

20.2 The PW Operations Manager will issue with reasonable promptness such written clarifications or interpretations (in the form of drawings or otherwise) as necessary for the proper execution of the Work. Such clarifications and interpretations are to be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification and interpretation entitles it to an increase in the Work Order Price, it may make a claim therefore as provided in Paragraph 25.

- 20.3 The PW Operations Manager will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In this capacity, the PW Operations Manager will exercise best efforts to insure faithful performance by both the City and the Contractor. The PW Operations Manager will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the PW Operations Manager for decisions, which shall render in writing within a reasonable time.
- 20.4 The Contractor may appeal any written decision made by the PW Operations Manager within fourteen (14) days in accordance with Paragraph 36.

21 **TESTS AND INSPECTIONS.**

- 21.2 If the Agreement, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to be inspected, tested or approved by someone other than the Contractor, the Contractor will give the PW Operations Manager timely notice of readiness therefor. The Contractor will furnish the PW Operations Manager the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Agreement. The cost of all such inspections, test and approvals shall be borne by the Contractor unless otherwise provided. If any such Work required so to be inspected, tested or approved is covered up without written approval or consent of the PW Operations Manager, it must, if directed by the PW Operations Manager, be uncovered for observation at the Contractor's expense.
- 21.3 Any Work which fails to meet the requirements of any such test, inspection or approval, and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents, shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided in Paragraph 28.
- 21.4 Neither observations by the PW Operations Manager nor inspections, tests, or approvals by persons other than the Contractor shall relieve the Contractor from its obligations to perform the Work in accordance with the Agreement requirements of the Contract Documents.

22 CONTRACTOR'S SUPERVISION AND SUPERINTENDENCE.

- 22.2 The Contractor shall supervise and direct the Work efficiently and with its best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the PW Operations Manager any conflict, error or discrepancy which it may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.
- 22.3 The Contractor shall maintain, at all times during its progress, a resident superintendent satisfactory to the PW Operations Manager. The superintendent shall not be replaced without the consent of the PW Operations Manager, except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor and shall constitute notice under the applicable clauses of this Agreement.
- 22.4 The Contractor will provide competent, suitably qualified personnel and perform construction as required by the Contract Documents. If applicable to the Work Order, survey and layout work shall be performed under direction of a Florida Registered Land Surveyor. The surveyor is required to sign, seal and return a form provided by the City certifying the surveyor will be responsible for providing layout. The Contractor will at all times maintain good discipline and order among its employees at the site.
- 22.5 The City will not be responsible for the acts or omissions of the Contractor, any Subcontractors, any of their agents or employees or any other persons performing any of the Work.
- 22.6 The Contractor shall have a responsible person or persons available on a 24-hour basis seven (7) days a week in order that contact can be made in emergencies and in cases where immediate action must be taken to maintain traffic or to overcome any other problem that might arise. The furnishing of a

telephone number where such person or persons can be reached outside of normal working hours will constitute compliance with this provision.

23 ACCESS TO THE WORK: UNCOVERING FINISHED WORK.

- 23.2 The PW Operations Manager and its representatives and other representatives of the City will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.
- 23.3 If any Work is covered contrary to the request of the PW Operations Manager, it must, if requested by the PW Operations Manager, be uncovered for observation and replaced at the Contractor's expense.
- 23.4 If any Work has been covered which the PW Operations Manager has not specifically requested to observe prior to its being covered, or if the PW Operations Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the PW Operations Manager's request, will uncover, expose or otherwise make available for observation, inspection or testing, that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Work Order Price or extension of the Work Order Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if Contractor makes a claim therefore as provided in Paragraph 25 and 26.

24 CHANGES IN THE CONTRACT WORK.

- 24.2 Without invalidating the Agreement, the City may, at any time or from time to time, order additions, deletions, or revisions in the Work. These will be authorized by Work Order or Work Order Amendment. Upon receipt of written authorization, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any changes in the Work cause an increase or decrease in the Work

Order Price, addition of Pay Items, or an extension or shortening of the Work Order Time, an equitable adjustment will be made as provided in Paragraphs 25 and 26 under a Change Order.

- 24.3 The Director or PW Operations Manager may authorize minor changes or alterations in the Work not involving extracost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Work Order or Work Order Amendment. If the Contractor believes that any minor change or alteration authorized by the Director or PW Operations Manager entitles the Contractor to an increase in the Work Order Price or Work Order Time, it may make a claim as provided in Paragraphs 25 and 26.
- 24.4 Additional work performed by the Contractor prior to written authorization will not automatically entitle it to additional compensation, an increase in the Work Order Price, or an extension of the Work Order Time.
- 24.5 It is the Contractor's responsibility to notify its surety of any changes affecting the general scope of the Work or change in the Work Order Price, and the amount of the applicable Bonds shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

25 CHANGE OF WORK ORDER PRICE.

- 25.2 The Work Order Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at its expense without change in the Work Order Price.
- 25.3 The Work Order Price may only be changed by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an increase in the Work Order Price, notice of intent to file a claim shall be delivered to the PW Operations Manager in writing within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within twenty (20) days after the conclusion of the event giving rise to the claim unless PW Operations Manager allows additional period of time to ascertain accurate cost data. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT

ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Work Order Amendments will be approved by the following procedure:

25.2.1 The City Manager, or designee, may approve Work Order Amendments that, either cumulatively or individually, increase the Work Order Price within the amount authorized in Paragraph 2.

25.4 The value of any Work covered by a Work Order Amendment, for any claim for an increase in the Work Order Price, shall be determined in the following ways:

25.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

25.3.2 Mutual acceptance of a lump sum or unit price.

25.3.3 Cost and a mutually acceptable fixed amount for overhead and profit.

25.3.4 If none of the above methods is agreed upon, the value shall be determined on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workman's compensation, etc.) materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for the Contractor's combined overhead, expenses, indirect costs and profit, shall be as follows:

25.3.4.1 For all such Work done by the Contractor's own forces, the Contractor may add up to 10% (ten percent) of its actual increase in cost; and,

25.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to 10% (ten percent) of its actual net increase in cost for combined overhead and profit; and the Contractor may add up to 5% (five percent) of the Subcontractor's total for its combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

25.4 Except for as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

25.5 Pay factor adjustments shall be in accordance with details outlined in project manual/technical specifications.

25.6 Whenever the cost of any Work is to be determined pursuant to this section, the Contractor shall submit in a form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the Contractor shall submit an estimate substantiated by complete itemized breakdown:

25.6.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of costs.

25.6.2 Whenever a change involves the Contractor and one (1) or more subcontractor and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

26 **CHANGE OF THE WORK ORDER TIME.**

26.2 Work Order Time changes shall be by a Work Order Amendment. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Work Order Time, notice of intent to file a claim shall be in writing delivered to the PW Operations Manager within ten (10) days of the occurrence of the event giving rise to the claim. The claim shall then be delivered to the PW Operations Manager in writing within fifteen (15) days after the conclusion of the event giving rise to the claim. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE WORK ORDER TIME SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. The City Manager, or designee, may approve any extension in Work Order Time. Any change in the Work Order Time resulting from any such claim shall be incorporated in a Work Order Amendment.

26.3 The Work Order Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if it makes a claim therefore as provided in Paragraph 26.1. Such delays shall only include acts of neglect by any separate contractor employed by the City, fires,

floods, labor disputes, epidemics, abnormal weather conditions, acts of God or other delays at the sole discretion of the City.

26.2.1 Process for tracking and granting Weather Days shall be in accordance with the project manual/technical specifications. If the project manual/technical specifications is silent on Weather Days then Work Order Time shall not be extended for weather. Requests for Weather Days shall be submitted monthly with the Contractor's application for payment. The Contractor's failure to submit a monthly request for Weather Days shall constitute a waiver of Work Order Time extensions for weather for all dates prior to submission of the application for payment.

26.4 All time limits stated in the Contract Documents are of the essence in the Agreement. The provisions of Paragraph 26 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

26.5 Except as provided in a Work Order Amendment, no financial claim for delay to the project resulting from the Work Order Amendment approval process will be allowed.

27 **NEGLECTED WORK.**

27.2 If the Contractor should neglect to prosecute the Work in accordance with the Agreement, including any requirements of the progress schedule, after three (3) days written notice to the Contractor, the City may, without prejudice to any other remedy it may have, make good such deficiencies, and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor. In this case a Work Order Amendment shall be issued incorporating the necessary revisions in the Work Order, including an appropriate reduction in the Work Order Price. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the City.

28 **WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.**

28.2 The Contractor warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified; that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents. All unsatisfactory

Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

- 28.3 If required by written notice of the Director or the PW Operations Manager prior to approval of final payment, the Contractor will promptly, without cost to the City, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the PW Operations Manager, remove it from the site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, the City may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect cost of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor, and an appropriate Work Order Amendment shall be issued deducting all such costs from the Work Order Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of the Contractor's defective Work.
- 28.4 If, after the approval of final payment and prior to the expiration of one year after the date of substantial completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the Contractor will promptly without cost to the City and in accordance with the City's written instructions either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.
- 28.5 If, instead of requiring correction or removal and replacement of defective Work, the City prefers to accept it, the City may do so. In such case, the appropriate reduction in the bid item amount shall be negotiated by the Contractor and City with the appropriate reductions submitted in the application for final payment. In the event the appropriate reduction cannot be negotiated, the provisions of Paragraph 25.3.4 shall prevail.

29 APPLICATIONS FOR PROGRESS PAYMENTS.

- 29.2 Not more than once a month, the Contractor will submit to the PW Operations Manager for review the application for payment, covering the Work completed as of the date of the application. If payment is requested by the Contractor on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the request for payment shall also be accompanied by such supporting data, satisfactory to the PW Operations Manager, as will establish 100% of invoice cost. Such payment to the Contractor shall not exceed seventy-five percent (75%) of the Unit Bid Price. Materials missing or damaged, for which partial or total payment has been made, shall be replaced by the Contractor at its expense.
- 29.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the project or not, will have passed to the City prior to making the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "liens"). The Contractor further warrants and guarantees that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. Non-payment of Subcontractors and suppliers will be referred to the Contractor's Surety for resolution.
- 29.4 Five percent (5%) of the amount earned through each progress payment will be withheld as retainage.
- 29.5 Each application for payment shall be incomplete and not authorized for payment unless accompanied by the following documents:
- 29.4.1 A certification of payment to Subcontractors on a form provided by the City that all Subcontractors having an interest in the Agreement were paid for satisfactory performance of their Agreements and that the retainage is returned to Subcontractors within 30 days after satisfactory completion of the Subcontractor's work.

29.4.2 A waiver of claims, on a form provided by the City, for any and all Subcontractors or materialmen that have furnished a notice of non-payment. The City will honor an exception to this clause when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the City and the affected Subcontractor.

29.4.3 If applicable, a report of Apprentice and Disadvantage Worker information for the Contractor and each Subcontractor that includes the following:

29.4.3.1. Total labor hours for the project;

29.4.3.2. Total labor hours performed by apprentice and disadvantaged workers;

29.4.3.3. The apprentice and/or disadvantage worker status for each such person; and

29.4.3.4. The name, address, work classification and hours worked each pay period for each apprentice and disadvantage worker on the construction project.

29.6 The PW Operations Manager will, within ten (10) days after Contractor concurrence of each application for payment, indicate in writing approval of payment, less any retainage as specified by the Agreement, and present the application to the City's Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.

30 **APPROVAL OF PAYMENTS.**

30.2 The PW Operations Manager's approval of any payment requested in an application for payment shall constitute a representation to the City, based on the PW Operations Manager's on-site observations of the work in progress as an experienced and qualified construction professional and on its review of the application for payment and the supporting data, that the Work has progressed to the point indicated; to the best of its knowledge, information and belief, that the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Document and any qualifications stated in its approval); and that the Contractor is entitled to payment of the amount approved. However, by approving any such payment, the PW Operations Manager shall not thereby be deemed to

have represented that exhaustive or continuous on-site inspections were made to check the quality or the quantity of the Work; that the means, methods, techniques, sequences and procedures of construction were reviewed; or that any examinations were made to ascertain how or for what purpose the Contractor has used the monies paid or to be paid to it.

30.3 The PW Operations Manager's approval of final payment shall constitute an additional representation to the City that the conditions precedent to the Contractor's being entitled to final payment, as set forth in Paragraph 31.3, have been fulfilled.

30.4 The PW Operations Manager may refuse to approve the whole or any part of any payment if, in their opinion, the PW Operations Manager is unable to make the foregoing representations to the City. The PW Operations Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, may nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the City from loss because:

30.3.1 The Work is defective.

30.3.2 Claims have been filed, or there is reasonable evidence indicating the probable filing thereof.

30.3.3 The Work Order Price has been reduced.

30.3.4 The City has been required to complete neglected Work in accordance with Paragraph 27.

30.3.5 The City has been required to correct defective Work or complete the Work in accordance with Paragraph 28.

30.3.6 Unsatisfactory prosecution of the Work, including failure to clean up as required by Paragraph 32.

31 **FINAL PAYMENT.**

31.2 Upon notification from the Contractor that the project is complete, the PW Operations Manager will make a final inspection with the Contractor and will notify the Contractor in writing of any particulars in which this inspection reveals that the Work is incomplete or

defective. The Contractor shall immediately make such corrections as are necessary to remedy such defects.

- 31.3 After the Contractor has completed any such corrections to the satisfaction of the PW Operations Manager and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection and other documents, all as required by the Contract Documents, the Contractor may receive final payment pursuant to the procedure for progress payments. The final application for payment shall be accompanied by the Contractor's Final Apprentice & Disadvantage's Worker's Reporting (if applicable), Contractor's Final Payment Affidavit, Subcontractor/Materialman Waiver of Claims, and Final Payment Certification to Subcontractors, utilizing forms provided by the City. Nothing in this section waives the rights of the Contractor under Section 255.05(11), Florida Statutes. The PW Operations Manager will execute a Certificate of Completion and recommend final payment.
- 31.4 If, on the basis of the PW Operations Manager's observation and review of the Work during construction, their final inspection and review of the final application for payment, all as required by the Contract Documents, the PW Operations Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Contract Documents, the PW Operations Manager will, within ten (10) days after Contractor's concurrence of the final application for payment, indicate in writing the PW Operations Manager's approval of payment and present the application to the City Budget & Finance Department for payment. The City will pay the Contractor the amount approved by the PW Operations Manager in accordance with Florida's Prompt Payment Act.
- 31.5 If after substantial completion of the Work, final completion thereof is materially delayed through no fault of the Contractor, and the PW Operations Manager so confirms, the City shall, upon certification by the PW Operations Manager, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the PW Operations Manager prior to certification of such payment. Such payment shall be made

under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim.

32 CLEANING UP.

32.2 The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and, at the completion of the Work, it shall remove all waste materials, rubbish and debris from and about the premises, as well as all tools, construction equipment and machinery and surplus materials, leaving the site clean and ready for occupancy by the City. The Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

33 CITY'S RIGHT TO STOP OR SUSPEND WORK.

33.2 If the Work is defective, if the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, if the Contractor fails to comply with the Contract Documents or Specifications, or if the Contractor fails to make prompt payments to Subcontractors for labor, materials or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will be allowed no increase in Work Order Price or extension of the Work Order Time. The City may, at any time and without cause, suspend the Work, or any portion thereof, for a period of not more than ninety (90) days by notice in writing to the Contractor, and shall determine the date on which the Work will resume. The Contractor shall resume the work on the date so determined. The Contractor may be allowed an increase in the Work Order Price or an extension of the Work Order Time directly attributable to any suspension provided the Contractor makes a claim as provided in Paragraphs 25 and 26.

34 DEFAULT AND CITY'S RIGHT TO TERMINATE.

34.2 The failure of the Contractor to comply with any provision of this Agreement will place the Contractor in default. Prior to terminating the Agreement, the City will notify the Contractor in writing. This notification will make specific reference to the provision which gave rise to the default. The City will give the Contractor seven (7) days to cure the default or develop a plan and time line acceptable to the City to cure the default. The PW Operations Manager is

authorized to provide written notice of default on behalf of the City, and if the default situation is not corrected within the allotted time, the Public Works Director is authorized to provide final termination notice on behalf of the City to the Contractor.

- 34.3 If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if the Contractor files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or disregards the authority of the Director of PW Operations Manager, or Contractor otherwise violates any provisions of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and its surety seven (7) days written notice, terminate the service of the Contractor and take possession of the project and of all materials related the Work and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.
- 34.4 Upon thirty (30) days written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus a reasonable profit. The Public Works Director is authorized to provide written notice of termination on behalf of the City.
- 34.5 If funds to finance this Agreement become unavailable, the City may terminate the Agreement with no less than twenty-four (24) hours' notice in writing to the Contractor. The City will be the final authority as to the availability of funds. The City will pay the Contractor for all work completed prior to any notice of termination.
- 34.6 Where the Contractor's services have been terminated by the City, said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the City due the Contractor will not release the Contractor from liability.

35 **CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE.**

35.2 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or an order of court or other public authority, or if the PW Operations Manager fails to act on any application for payment within thirty (30) days after it is submitted, or if the City fails to pay the Contractor any sum approved by the PW Operations Manager within thirty (30) days of its approval and presentation, then the Contractor may, upon seven (7) days written notice to the City, terminate the Agreement and recover from the City payment for all Work executed in accordance with the Agreement plus fair and reasonable overhead and profit. In addition and in lieu of terminating the Agreement, if the PW Operations Manager has failed to act on an application for payment or the City has failed to make payment as aforesaid, the Contractor may, upon seven (7) days' notice to the City and the PW Operations Manager, stop Work until it has been paid all amounts then due.

36 **DISPUTE RESOLUTION.**

36.2 Initial Administrative Resolution: The Contractor may appeal to the Director within fourteen (14) days of a written decision made by the PW Operations Manager. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the PW Operations Manager's decision and render any claims or disputes related to the decision waived. Such appeals to the Director shall detail the Contract Document provisions that conflict with the PW Operations Manager's decision. The Director shall review each appeal and the Director and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The Director shall render its decision in writing within thirty (30) days of submission of the appeal; failure of the Director to render a decision within this timeframe shall render the appeal denied.

36.3 Secondary Administrative Resolution: The Contractor may appeal to the City Manager within fourteen (14) days of a written decision made by the Director. Failure of the Contractor to appeal any decision within this timeframe shall constitute the Contractor's acceptance of the Director's decision and render any claims or disputes related to the decision waived. Such appeals to the City Manager shall detail the Contract Document provisions that conflict with the Director's decision. The City Manager and Contractor will seek to resolve the appeal through exchange of information and direct negotiations. The City Manager shall render its decision in writing within forty-five (45) days of submission of the appeal; failure of the City Manager to render a decision within this timeframe shall render the appeal denied. The City Manager's decision shall be the final administrative decision and

is a necessary condition precedent for exhaustion of administrative remedies in order to initiate mediation and a lawsuit based on this Agreement.

36.4 Mediation: For any disputes which remain unsolved and have not been waived, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation in Alachua County, Florida to address all unresolved disputes. If the Contractor wishes to contest any decision made by the City Manager, Contractor shall request mediation by providing written notice to the PW Operations Manager within thirty (30) days of the City Manager's written decision. Such notice shall detail the Contract Document provision that conflict with the City Manager's decision. Failure of the Contractor to provide such notice shall constitute the Contractor's acceptance of the City Manager's decision and render any claims or disputes related to the decision waived. The Parties shall submit the dispute to mediation prior to filing, and as a condition precedent to, an action in court, which must be filed within thirty (30) days of conclusion of mediation, or the dispute shall be waived. The City shall provide the Contractor a list of three mediators and the Contractor shall select a mediator from the list. The Parties shall each pay one-half of the mediator's fees and costs. Should any dispute not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law, to extent not waived in accordance with this Agreement.

37 **WORKPLACE VIOLENCE.**

37.2 Employees of the Contractor are prohibited from committing any act of workplace violence. Violation may be grounds for termination of the Agreement. Workplace violence means the commission of any of the following acts by a Contractor's employee:

37.1.1 Battery: intentional offensive touching or application of force or violence to another.

37.1.2 Stalking: willfully, maliciously and repeatedly following or harassing another person.

38 **DUTIES AND OBLIGATIONS.** The rights and remedies available hereunder, and in particular without limitation, the warranties, guarantees and obligations imposed upon the Contractor by this Agreement and the rights and remedies available to the City thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, special guarantee, or other provisions of this Agreement.

39 **POLLUTION ABATEMENT.** The Contractor shall comply with all federal, state and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of soils, creeks, streams, lakes, wetlands and ponds with fuels, oils, bitumens, chemicals and other harmful materials and shall take necessary measures to minimize soil erosion.

- 40 **INJURY OR DAMAGE TO PEOPLE OR PROPERTY.** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claims shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 41 **HEALTH CONSIDERATIONS.** The Contractor shall provide and maintain, in a neat and sanitary condition, such accommodations for the use of its employees as are necessary to comply with the requirements and regulations of the State and Local Boards of Health. The Contractor shall commit no public nuisance.
- 42 **SEVERABILITY.** It is understood and agreed by the Parties that if any provision of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.
- 43 **AMENDMENT.** This Agreement may be amended only by written amendment, work order or work order amendment.
- 44 **INDEPENDENT CONTRACTOR.** In the performance of this Agreement, the Contractor will be acting in the capacity of an independent Contractor, and not as an agent, employee, partner, joint venture, or associate of the City. The Contractor shall be solely responsible for the means, methods and techniques, sequences and procedures utilized by the Contractor in the full performance of this Agreement. Neither Contractor nor anyone employed by Contractor shall represent, act, purport to act, or to be deemed to be the agent, representative, employee or servant of the City.
- 45 **GOVERNING LAW AND VENUE.** The laws of the State of Florida, notwithstanding its conflict of laws provisions, shall govern this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County.
- 46 **COMPLETE AGREEMENT.** This Agreement contains the sole and entire agreement between the City and the Contractor and supersedes any other written or oral agreements between them not incorporated herein.
- 47 **NON WAIVER.** The failure of any party to exercise any right in this Agreement will not waive such right in the event of any further default or non-compliance.
- 48 **SUCCESSORS AND ASSIGNS.** The Contractor shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the City. Subject to the provisions of the preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

49 **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ASPHALT PAVING SYSTEMS, INC.

CITY OF GAINESVILLE


Robert Capoferri (May 1, 2023 13:47 EDT)

Robert Capoferri, President

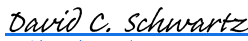
Date: May 1, 2023


Cynthia Curry (May 8, 2023 10:49 EDT)

Cynthia W. Curry, City Manager

Date: May 8, 2023

Approved as to Form and Legality


David C. Schwartz (May 2, 2023 17:31 EDT)

Assistant City Attorney

EXHIBIT 1: FEE SCHEDULE

Crack Seal

Crack Seal	Unit	0 – 100	101 – 1000	1,001 – 5,000	5,001 – 10,000	Over 10,000
Mobilization	Lump Sum	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Spec. 305	Gallons	40.00	34.00	33.00	32.00	30.00

Chip Seal

Chip Seal – Spec. 335-1	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Single Conventional	Square Yards	4.03	3.78	3.54	3.49	3.35
Single Modified	Square Yards	4.09	3.84	3.60	3.55	3.41
Double Conventional	Square Yards	7.27	6.98	6.74	6.64	6.54
Double Modified	Square Yards	7.35	7.06	6.82	6.72	6.62

Micro-Surfacing

Micro-Surfacing – Spec. 335-2	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Single Conventional	Square Yards	4.30	3.98	3.85	3.73	3.68
Single Premium	Square Yards	4.70	4.38	4.25	4.13	4.08
Double Conventional	Square Yards	6.85	6.59	6.37	6.18	6.09
Double Premium	Square Yards	7.45	7.19	6.97	6.78	6.69
Rut Filling	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Conventional	Tons	250.00	250.00	250.00	250.00	250.00
Premium	Tons	275.00	275.00	275.00	275.00	275.00

Rejuvenating Scrub Seal

Scrub – Spec. 335-5	Unit	10,000 – 25,000	25,001 – 50,000	50,001 – 100,000	100,001 – 250,000	Over 250,000
Mobilization	Lump Sum	6,500.00	6,500.00	6,500.00	6,500.00	6,500.00
After-Hours Mark-up	Percentage	7	7	7	7	7
Rejuvenating Scrub Seal	Square Yards	4.74	4.49	4.25	4.20	4.05

Pavement Markings – (White or yellow if applicable)

Long Line	Unit	0 – 5	5 - 10	10 – 25	25 – 50	Over 50
6" Solid Paint	Gross Mile	3,622.50	2,725.50	2,070.00	1,667.50	1,518.00
6" Skip 10'-30' Paint	Gross Mile	920.00	690.00	632.50	603.75	575.00
6" Solid Thermo	Gross Mile	7,130.00	6,095.00	5,635.00	5,462.50	5,347.50
6" Skip 10'-30' Thermo	Gross Mile	2,185.00	2,012.50	1,840.00	1,782.50	1,725.00

Supplemental Markings	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
6" Solid Paint (BLUE)	Linear Foot	2.30	1.84	1.61	1.38	1.15
8" Solid Paint	Liner Foot	2.30	1.84	1.61	1.38	1.15
12" Solid Paint	Liner Foot	4.60	4.37	4.14	3.91	3.68
18" Solid Paint	Liner Foot	6.90	6.56	6.21	5.87	5.52
24" Solid Paint	Liner Foot	9.20	8.74	8.28	7.82	7.36
6" Skip 6'-10' Paint	Gross Liner Foot	0.58	0.46	0.40	0.35	0.29
6" Skip 2'-4' Paint	Gross Liner Foot	0.58	0.46	0.40	0.35	0.29
6" Skip 3'-9' Paint	Gross Liner Foot	0.58	0.46	0.40	0.35	0.29
6" Solid Thermo (BLUE)	Linear Foot	6.90	6.33	6.04	5.75	5.75
8" Solid Thermo	Liner Foot	3.45	3.16	2.88	2.59	2.30
12" Solid Thermo	Liner Foot	6.90	5.75	5.18	4.60	4.03
18" Solid Thermo	Liner Foot	10.35	8.63	7.76	6.90	6.04
24" Solid Thermo	Liner Foot	13.80	11.50	10.35	9.20	8.05
6" Skip 6'-10' Thermo	Gross Liner Foot	1.04	0.98	0.92	0.86	0.81
6" Skip 2'-4' Thermo	Gross Liner Foot	1.04	0.98	0.92	0.86	0.81
6" Skip 3'-9' Thermo	Gross Liner Foot	1.04	0.98	0.92	0.86	0.81
Work Zone RPMs	Each	5.75	5.18	4.60	4.37	4.14
Permanent RPMs	Each	5.75	5.18	4.60	4.37	4.14
Yield Lines Paint	Square Foot	13.80	11.50	10.35	9.20	8.05
Speed Hump/Speed Table Paint	Square Foot	11.50	10.93	10.35	9.78	9.20
Misc. Paint (Bullnose, Curb, Etc.)	Square Foot	11.50	10.93	10.35	9.78	9.20
Yield Lines Thermo	Square Foot	23.00	20.70	18.40	17.25	16.10

Supplemental Markings	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Speed Hump/Speed Table Thermo	Square Foot	18.40	17.25	16.10	14.95	13.80
Misc. Thermo (Bullnose, Curb, Etc.)	Square Foot	23.00	20.70	18.40	17.25	16.10

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
Left (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Right (Message) Paint	Each	103.50	98.33	93.15	87.98	82.80
Stop (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Lane (4') (Message) Paint	Each	80.50	76.48	72.45	68.43	64.40
Only (4') (Message) Paint	Each	80.50	76.48	72.45	68.43	64.40
Only (8') (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Lane (8') (Message) Paint	Each	92.00	87.40	82.80	78.20	73.60
Turn (Message) Paint	Each	115.00	109.25	103.50	97.75	92.00
Merge (Message) Paint	Each	115.00	109.25	103.50	97.75	92.00
Bus (Message) Paint	Each	69.00	65.55	62.10	58.65	55.20
School (Message) Paint	Each	138.00	131.10	124.20	117.30	110.40
Railroad (Message) Paint	Each	230.00	218.50	207.50	195.50	184.00
Railroad (Bike Path) (Message) Paint	Each	172.50	163.88	155.25	146.63	138.00
Wrong Way Arrow (Symbol) Paint	Each	138.00	131.10	124.20	117.30	110.40
U-Turn (Symbol) Paint	Each	138.00	131.10	124.20	117.30	110.40
Thru Arrow (Symbol) Paint	Each	69.00	65.55	62.10	58.65	55.20
Left or Right Arrow (Symbol) Paint	Each	80.50	76.48	72.45	68.43	64.40
Left or Right and Thru Arrow (Symbol) Paint	Each	115.00	109.25	103.50	97.75	92.00

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
Left, Right and Thru Arrow (Symbol) Paint	Each	115.00	109.25	103.50	97.75	92.00
Bike Lane Arrow (Symbol) Paint	Each	46.00	43.70	41.40	39.10	36.80
Helmeted Bicyclist (Symbol) Paint	Each	46.00	43.70	41.40	39.10	36.80
Shared Lane Marking (Symbol) (Paint	Each	92.00	87.40	82.80	78.20	73.60
Accessibility (3') (Symbol) Paint	Each	57.50	54.63	51.75	48.88	46.00
Accessibility (5') (Symbol) Paint	Each	69.00	69.55	62.10	58.65	55.20
Left (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Right (Message) Thermo	Each	322.00	305.90	289.80	273.70	257.60
Stop (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Lane (4') (Message) Thermo	Each	253.00	240.35	227.70	215.05	202.40
Only (4') (Message) Thermo	Each	253.00	240.35	227.70	215.05	202.40
Only (8') (Message) Thermo	Each	276.00	262.20	248.80	234.60	220.80
Lane (8') (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Turn (Message) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Merge (Message) Thermo	Each	322.00	305.90	289.80	273.70	257.60
Bus (Message) Thermo	Each	230.00	218.50	207.00	195.50	184.00
School (Message) Thermo	Each	402.50	382.38	362.25	342.13	322.00
Railroad (Message) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Railroad (Bike Path) (Message) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Wrong Way Arrow (Symbol) Thermo	Each	345.00	327.75	310.50	293.25	276.00

Messages & Symbols	Unit	0 – 5	6 - 10	11 – 25	26 – 50	Over 50
U-Turn (Symbol) Thermo	Each	345.00	327.75	310.50	293.25	276.00
Thru Arrow (Symbol) Thermo	Each	115.00	109.25	103.50	97.75	92.00
Left or Right Arrow (Symbol) Thermo	Each	138.00	131.10	124.20	117.30	110.40
Left or Right and Thru Arrow (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Left, Right and Thru Arrow (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Bike Lane Arrow (Symbol) (Preformed Only) Thermo	Each	161.00	152.95	144.90	136.85	128.80
Helmeted Bicyclist (Symbol) (Preformed Only) Thermo	Each	276.00	262.20	248.40	234.60	220.80
Shared Lane Marking (Symbol) (Preformed Only) Thermo	Each	460.00	437.00	414.00	391.00	368.00
Accessibility (3') (Symbol) Thermo	Each	184.00	174.80	165.60	156.40	147.20
Accessibility (5') (Symbol) Thermo	Each	218.50	207.58	196.65	185.73	174.80

Removal – Grinding	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	1,380.00	1,380.00	1,380.00	1,380.00	1,380.00
Painted Symbols and Messages	Square Foot	5.75	5.46	5.18	4.89	4.60
Painted Stripe	Square Foot	3.22	2.65	2.07	1.84	1.38
Thermoplastic Symbols and Messages	Square Foot	6.90	6.61	6.33	6.04	5.75
Thermoplastic Stripe	Square Foot	3.45	2.88	2.30	1.96	1.73

Removal – Water Blasting	Unit	0 – 150	151 - 250	251 – 500	501 – 1000	Over 1,000
Mobilization	Lump Sum	2,070.00	1,840.00	1,725.00	1,380.00	1,150.00
Painted Symbols and Messages	Square Foot	5.75	5.46	5.18	4.89	4.60
Painted Stripe	Square Foot	3.22	2.65	2.07	1.84	1.38
Thermoplastic Symbols and Messages	Square Foot	6.90	6.61	6.33	6.04	5.75
Thermoplastic Stripe	Square Foot	3.45	2.88	2.30	1.96	1.73

After-Hours Mark-up	Percentage	25	22	20	18	15
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Exhibit 2 – Work Order Form

WORK ORDER NO:

PROJECT DESCRIPTION:

City: City of Gainesville, a municipal corporation of State of Florida.

Date Issued:

CONTRACTOR:

Execution of the Work Order by the City shall serve as authorization for the Contractor to provide for the above project, Contractor services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement of _____ dated _____ between the City and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

☐ Drawings/Plans/Specifications

☐ Scope of Work dated _____

☐ Special Conditions

☐ _____

The Contractor shall provide said Work pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The Work authorized by this Work Order shall be commenced upon the date written above. Substantial Completion shall be met by _____ and Final Completion shall be met by _____.

METHOD OF COMPENSATION: The Contractor shall perform all Work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The Contractor's compensation shall be based on the actual Work required by this Work Order. All reimbursable expenses and allowances are itemized in Exhibit "A"

The City shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that the City, prior to execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the City.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

WITNESS

Signature

Print Name

Date: _____

CONTRACTOR:

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

CITY

By: _____
_____, City Manager
Date: _____

APPROVED AS TO FORM AND LEGALITY

City Attorney

EXHIBIT 3: AMENDMENT TO WORK ORDER

WORK ORDER NO.:

AMENDMENT NO.:

Project Description:

City: City of Gainesville, Florida

Date Issued:

Contractor:

Original Work Order Description:

Amendment Revisions:

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original Substantial Completion Date:

Original Final Completion Date:

New Substantial Completion Date:

New Final Completion Date:

CITY:

CONTRACTOR:

By: _____

By: _____

Title: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT 4: PAYMENT BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

This payment bond is executed pursuant to §255.05, Florida Statutes, and claimants must comply with the notice and time limitations of §255.05(2) and §255.05(10), Florida Statutes.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with the City, which Contract Documents are by reference made part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract."

THE CONDITION OF THIS BOND is that if Contractor promptly makes payments to all persons defined in §713.01, Florida Statutes, who furnish labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract; then CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT.

The surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect surety's obligation under this bond.

The provisions of this bond are subject to the notice and time limitations of §255.05(2) and §255.05(10). In no event will the Surety be liable in the aggregate to claimants for more than the penal sum of this Payment Bond, regardless of the number of suits that may be filed by claimants.

SIGNATURES NEXT PAGE

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By: _____

Witnesses as to Contractor

Name: _____

Title: _____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization
this ____ day of _____, 20____, by _____, as
_____ of _____, a _____
corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) : _____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 5: PERFORMANCE BOND FORM

CONTRACTOR (PRINCIPAL)

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

SURETY

COMPANY (LEGAL NAME):

PRINCIPAL BUSINESS ADDRESS (No PO Box):

TELEPHONE NUMBER:

OWNER (OBLIGEE)

NAME: City of Gainesville, Florida, Municipal Corporation

PRINCIPAL BUSINESS ADDRESS: 200 E University Avenue, Gainesville, Florida 32601

TELEPHONE NUMBER: 352-334-5000

CONTRACT DETAILS

CONTRACT NO.:

DATE EXECUTED:

AMOUNT:

GENERAL DESCRIPTION:

STREET ADDRESS OF PROJECT:

PO NO., RFP, OR BID NO.:

BOND

BOND NUMBER:

DATE:

AMOUNT:

KNOW ALL MEN BY THESE PRESENTS:

That Principal, hereinafter called Contractor, and Surety, as identified above, are bound to City of Gainesville, Florida, as Obligee, and hereinafter called the City, in the amount identified above, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written Contract entered into a Contract, identified above, with City, which Contract Documents are by reference made a part hereof, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. performs the Contract between Contractor and City, at the times and in the manner prescribed in the Contract; and
2. pays City all losses, damages, including liquidated damages and damages caused by delay, expenses, costs and attorney's fees including appellate proceedings, that City sustains as a result of default by Contractor under the Contract; and
3. performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.

Whenever Contractor shall be, and is declared by City to be, in default under the Contract, and City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. complete the Contract in accordance with its terms and conditions; or
2. obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if City elects, upon determination by City and Surety jointly of the lowest responsible bidder, arrange for a Contract between such Bidder and City, and make available as work progresses sufficient funds, paid to City, to pay the cost of completion and other costs and damages for which the Surety may be liable hereunder.

No right of action shall accrue on this bond to or for the use of any person of corporation other than City named herein.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other Work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligations under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to Work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood that the time provisions and statute of limitations under §255.05, Florida Statutes, shall not apply to this bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee.

Signed and sealed this _____ day of _____, 20_____.

CONTRACTOR (PRINCIPAL)

Signed, sealed and delivered
in the presence of:

By:_____

Witnesses as to Contractor

Name:_____

Title:_____

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) :_____

Printed Name: _____

My Commission Expires: _____ (AFFIX NOTARY SEAL)

SURETY

SIGNATURE: _____

SEAL

PRINTED NAME AND TITLE: ATTORNEY IN FACT

EXHIBIT 6: CONTRACTOR'S FINAL PAYMENT AFFIDAVIT FORM

STATE OF FLORIDA

CITY OF _____

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) He or she is the (title) _____, of _____, which does business in the State of Florida, hereinafter referred to as the "Contractor."

(2) Contractor, pursuant to that certain Work Order dated _____ ("Contract") with the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for _____, as more particularly set forth in said Contract.

(3) This affidavit is executed by the Contractor in accordance with §713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$_____.

(4) Contractor certifies, represents and warrants that it has paid all persons defined in §713.01, Florida Statutes, who furnished labor, services, or materials for the prosecution of the Work provided for in the Contract ("Claimants"), all amounts owed them from any previous payments received by Contractor from the Owner and has not withheld any such amounts.

(5) Contractor certifies, represents and warrants that all Work to be performed under the Contract has been fully completed, and all Claimants have been paid in full.

(6) In accordance with the Contract Documents and in consideration of \$_____ paid, Contractor releases and waives for itself and all Claimants, including their successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Owner relating in any way to the performance of the Contract.

(7) Contractor certifies, represents and warrants for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

Contractor:

By: _____

Its: _____

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 7: FINAL PAYMENT BOND WAIVER FORM

WAIVER OF RIGHT TO CLAIM AGAINST THE PAYMENT BOND (FINAL PAYMENT)

OWNER: City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida

CONTRACTOR:

PROJECT: Work Order dated _____ (“Contract”) for labor, materials, and services for _____.

The undersigned Claimant, for itself and its successors and assigns, and in consideration of the final payment made in the amount of \$_____, hereby waives and releases its right to claim against the payment bond, and further waives, releases and discharges the Owner and Contractor from any and all claims, demands, obligations, damages, actions, and causes of action, direct or indirect, in law or in equity, for labor, services or materials furnished through _____(insert date) to_____, on the job of the City of Gainesville, Florida, a municipal corporation and political subdivision of the State of Florida, for improvements associated with the above referenced Project.

DATED ON _____.

Claimant:_____

By: _____

(Name)

Title:_____

(Print Title)

STATE OF _____

CITY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____, by _____, as _____ of _____.

a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced
_____ as identification.

Notary Public (Signature) _____

Printed Name: _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

EXHIBIT 8: CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: rivey@mckeerisk.com																					
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A :</td><td>Starr Indemnity & Liability Company</td><td>38318</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Starr Indemnity & Liability Company	38318	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER B :																						
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		1000025864231	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		1000008480231	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	X		1000586980231	04/01/2023	04/01/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y / ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	1000004574	04/01/2023	04/01/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Pavement Management (Preservation & Surfacing) Continuing Services; It is agreed that the City of Gainesville, Florida, a municipal corporation, its officials, employees and volunteers are included as Additional Insureds with respect to the operations performed by the Named Insured if required by written contract per ISO Forms CG2010-12/19, CG2037-12/19.

CERTIFICATE HOLDER

CANCELLATION

City of Gainesville, Florida, a municipal corporation 200 E University Avenue Gainesville, FL 32601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

AGREEMENT

THIS AGREEMENT made this 14th day of May, 2024, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and **Asphalt Paving Systems, Inc.**, a New Jersey corporation registered to do business in Florida, hereinafter “Contractor” with its principal address at **500 N. Egg Harbor Rd., Hammonton, NJ 08037**.

WITNESSETH:

WHEREAS, City of Gainesville, Florida (“City”) accepted Contractor’s bid for Pavement Management, pursuant to the Continuing Services Agreement for Paving Management by Agreement with an effective date of May 8, 2023, pursuant to a competitive public bidding process by City (the “City Bid”); and

WHEREAS, the City Bid package included formal contract documents binding upon the successful bidder, the “City Contract Documents”; and

WHEREAS, the Owner desires to obtain Pavement Management services; and

WHEREAS, as the Pavement Management services involved in the City Contract Documents with Contractor are substantially the same as the Infrastructure Construction and Maintenance services desired by Owner, Owner elects to utilize the competitively bid contract process administered by City in the City Bid, and Owner and Contractor wish to adopt the City Contract Documents, with certain minor modifications as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement.

II. AMENDMENTS

The CITY Bid and the CITY Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the CITY Bid and the CITY Contract Documents refer to “City of Gainesville” or “City” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the CITY Agreement refer to “Agreement” or “Contract”, it shall refer to the CITY Agreement as modified by this Agreement. Where the provisions of the CITY Contract Documents refer

to the CITY “Purchasing Department”, it shall refer to the Town Director of Public Services.

2. Term. The term of this Agreement is two (2) years. The Agreement may be renewed for such additional terms as provided in the CITY Contract Documents, upon mutual agreement of both parties.
3. Unit Prices. The unit prices set forth in the CITY Bid and the CITY Contract Documents shall be applicable during the term of this Agreement.
4. Project Purchase Orders. A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written “Work Assignments”.

B. Each Work Assignment will set forth, among other things, the following:
 - i. The scope of services requested;
 - ii. Any deliverables;
 - iii. The time and schedule of performance;
 - iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
 - v. Any modifications to this Agreement, if mutually agreed upon by the parties.
C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Work Assignment.

D. Each Work Assignment will be sequentially numbered and shall be subject to Owner’s approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.
5. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Stuart R. Trent, PE,
Director Public Services
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455
6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this

Agreement and the terms of the CITY Contract Documents, the terms of this Agreement shall prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Stuart R. Trent, PE
Director Public Services
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

For notices and communications to Contractor:

Asphalt Paving Systems, Inc.
9021 Wire Rd
Zephyrills, FL 33541
Attn: Robert Capoferri
Email: FLEstimating@asphaltpavingsystems.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and

application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.

10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement. the warranties and representations in the CITY Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.
15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

By: _____
Penelope Townsend
Its Mayor

(TOWN SEAL)

ASPHALT PAVING SYSTEMS, INC.

By: _____
Robert Capoferri, President
Its Authorized Representative



MEMORANDUM

TO: Mayor and Town Commission

FROM: Stuart Trent, Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: May 3, 2024

SUBJECT: Asphalt Paving Systems, Inc. – Work Authorization

Background:

Jupiter Island Public Works Staff regularly reviews and grades the condition of roads that they maintain. As roads reach the end of their useful life, they are typically considered for resurfacing by milling away the top layer and paving with asphalt to form a new surface. However, when the roads reach a point in time around 2/3 of their life cycle, there is an opportunity to make minor repairs and use micro-surfacing to renew the surface. This application of granite chips and water-based epoxy provides an excellent friction course that retains its appearance and seals the roadway, extending the life by approximately nine years. This cost-effective solution works well on roads that are otherwise structurally sound.

The Town has successfully used micro surfacing for the last 15 years with excellent results that have held up well on side streets as well as frequently used roads such as Pitou Trail. Asphalt Paving Systems, Inc. (APS), who has an excellent history with the Town has provided a proposal in the amount of \$106,250.75 for resurfacing the following streets:

Brightview Ave.
Clearview Ave.
Harmony Ln.
Basset Creek Trail

Basset Creek Trail North
Devonshire Ln.
Grenville Rd.
Barrow Pl.

This proposal is in accordance with the terms and pricing in the recommended piggyback agreement with APS and if approved will be billed on actual verified quantities constructed.

Staff Recommendations:

Staff requests that the Town Commission approve the proposal from Asphalt Paving Systems, Inc. for Microsurfacing in the amount of \$106,250.75. Work will be completed during the summer construction period and funds will be expended from the roads budget 001-143-563.100 where sufficient funds are available.



DATE: 3/8/2024

TO: Town of Jupiter Island Public Works

FROM: Asphalt Paving Systems, Inc.
Kris Shane -East Coast Florida Rep
9021 Wire Road
Zephyrhills, FL 33540
Ph: 813-480-1865

RE: Project proposal

Double Micro Surface- Various Roads

Product	Description	Units	Quantity	Unit Price	Total Price
City of Gainesville Contract- Continuing Services Agreement for Pavement Management- 230508					
	Micro Surfacing- Double	SY	11,000.00	\$ 6.85	\$ 75,350.00
	Rut Fulling (Leveling)	TON	10.00	\$ 250.00	\$ 2,500.00
	Crack Sealant/ Mastic Patch	Gal	600.00	\$ 34.00	\$ 20,400.00
	Crack Seal and Mastic Patching where needed				
	24" White Solid Thermo	LF	145.00	\$ 10.35	\$ 1,500.75
	Mobilization	LS	1.00	\$ 6,500.00	\$ 6,500.00
	Crack Seal/Mastic to be invoiced on total gallons actually used				
	Narrow roads may need to be shut down completely				
	Striping not included but can be added in				
	Town will need to trim brush and trees prior to work starting				
				Total	\$ 106,250.75

Respectfully Submitted,

Kristoffer D. Shane

Asphalt Paving Systems, Inc.

Zephyrhills, Florida

c: 813-480-1865

e: k.shaneaps@gmail.com

Accepted By: _____

Signature: _____

Date: _____

* Proposal valid for 30 days.

Project Street list

ITEM	STREET NAME	FROM	TO	LENGTH	WIDTH	TOTAL UNITS	Comments
	Brightview Ave	S Beach Rd	DE	620	16.0	1,102.22	
			CUL			400.00	
	Clearview Ave	S Beach Rd	DE	440	12.0	586.67	
	Harmony Ln	S Beach Rd	DE	585	12.0	780.00	Include turn around stub piece
	Basset Creek Trail	Gomez Rd	DE	920	18.0	1,840.00	
			CUL			500.00	
	Basset Creek Trail N	Basset Creek Tr	DE	1750	18.0	3,500.00	Island Culdesac
	Devonshire Ln	S Beach Rd	Gomez Rd	415	12.0	553.33	
	Grenville Rd	S Beach Rd	Gomez Rd	415	15.0	691.67	
	Barrow Pl	S Beach Rd	Gomez Rd	415	16.0	737.78	
	Gomez Rd	S Beach Rd	SE Bridge Rd	11400	20.0	25,333.33	
				16,960.00		36,025	



Asphalt Paving Systems, Inc.
 Kris Shane - East Coast Florida Rep
 Zephyrhills, FL 33540
 Ph: 813-480-1865



MEMORANDUM

TO: Mayor and Town Commission

FROM: Stuart Trent, Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: May 3, 2024

SUBJECT: Sunshine Land Design Piggyback Agreement –
Infrastructure Construction and Maintenance

Background:

The capital infrastructure needs for the Town, SMRU, and Beach District require periodic bidding of services to qualified contractors. Projects are usually small to medium scale, and quantities do not always result in the prices that would typically be received for larger projects.

Martin County routinely bids services for these types of projects to the open market as a unit price contract with work to be assigned on a task order basis. These types of contracts have previously been adopted by the Town via Piggyback method for other services such as underground utility construction services for SMRU. The piggyback method is an efficient way of adopting prices for contracts that have been recently and competitively bid by others.

Martin County bid their infrastructure contract in 2021 and selected Sunshine Land Design as a continuing service provider with an initial term of three (3) years with two, optional, one-year renewals. Sunshine Land Design recently completed the South Beach Road resurfacing project for Martin County and has completed several paving projects for the Town of Jupiter Island under previous piggyback contracts. Sunshine Land Design has agreed to extend the same services, terms, and pricing to the Town.

Supporting documents as well as the Town's piggyback adoption contract are attached for review.

Staff Recommendations:

Staff requests that the Town Commission approve the requested piggyback contract for adoption, with work to be ordered and awarded on request. Awards exceeding \$35,000.00 will be presented to the Town Commission for approval in accordance with the Town's finance policies and procedures.

From: [Magen Fenton](#)
To: [Kim McLaughlin](#)
Subject: RE: Infrastructure Construction and Maintenance Piggyback contract request
Date: Wednesday, February 7, 2024 1:23:53 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.png](#)
[image004.png](#)

External Email - Use Caution

Hi Kim,

Nice to hear from you! Yes, we agree to an annual contract with SMRU and the Town of Jupiter Island.

Thank you,

Magen



Magen Fenton

Vice President at Sunshine Land Design, Inc.

Office: 772-283-2648

Direct: 772-284-5247

Email: mfenton@sunshinelanddesign.com

3291 SE Lionel Terrace

Stuart, FL 34997

www.SunshineLandDesign.com



From: Kim McLaughlin <kmclaugh@tji.martin.fl.us>

Sent: Wednesday, February 7, 2024 12:18 PM

To: Magen Fenton <Mfenton@sunshinelanddesign.com>

Subject: Infrastructure Construction and Maintenance Piggyback contract request

Good afternoon Magen,
Hope this finds you well.

South Martin Regional Utility (SMRU) and the Town of Jupiter Island would like to request a piggyback contract to the Martin County Infrastructure Construction and Maintenance contract, RFB2021-3313.

Please let us know if you would agree and we will prepare our documents for signature for approval to our board at the March 2024 meeting.

Let me know if you have any questions.

Regards,

Kim

Kim McLaughlin

Capital Projects & Development Coordinator

South Martin Regional Utility (SMRU)

Town of Jupiter Island

kmclaughlin@tji.martin.fl.us

(772) 546-6259

Mailing Address:

Town of Jupiter Island

2 Bridge Rd

Hobe Sound, FL 33455

This email was scanned by Bitdefender

This document may be reproduced upon request in an alternative format by contacting the County ADA Coordinator (772) 320-3131, the County Administration Office (772) 288-5400, Florida Relay 711, or by completing our accessibility feedback form at www.martin.fl.us/accessibility-feedback

**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR GOODS AND SERVICES
RFB2021-3313**

THIS AMENDMENT #2 made and entered into this 15th day of May in the year 2023, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **SUNSHINE LAND DESIGN, INC.** (Hereinafter "Contractor"), 3291 SE Lionel Terrace, Stuart, FL. 34997.

WITNESSETH

WHEREAS, the **County** and **Contractor** entered into an Agreement for INFRASTRUCTURE CONSTRUCTION & MAINTENANCE on May 25, 2021; and

WHEREAS, the **County** and **Contractor** desire to amend the Agreement to add unit pricing for the supply and installation of concrete parking stops, pavers, root pruning and stamped asphalt.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. Add unit pricing for the supply and installation of concrete parking stops, pavers, root pruning and stamped asphalt outlined in Exhibit C (Amendment #2).
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY



James Gorton
Public Works Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Don G. Donaldson, P.E.
County Administrator

SUNSHINE LAND DESIGN, INC.

**Margaret
Fenton**

Digitally signed by Margaret Fenton
DN: cn=Margaret Fenton, o=Sunshine
Land Design, Inc., ou,
email=mfenton@sunshinelanddesign.co
m, c=US
Date: 2023.05.30 13:24:04 -04'00'

Margaret Fenton
Vice President

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
AMENDMENT 2
EXHIBIT C

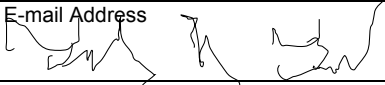
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
MATERIALS (FURNISH & INSTALL)					
1	Concrete Parking Stops	5	Each	\$ 80.00	\$ 400.00
2	Paver Remove and Reset	2000	SY	\$ 67.50	\$ 135,000.00
3	Paver Base Replacement and Reset	2000	SY	\$ 30.00	\$ 60,000.00
4	Root Pruning	1000	SF	\$ 8.00	\$ 8,000.00
5	Stamped Asphalt (Crosswalks)	5000	SF	\$ 20.00	\$ 100,000.00

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Sunshine Land Design Inc Company Name	Timothy R Taylor Name of Authorized Representative (Print)
3201 SE Lionel Terrace Street Address	President Title
Stuart, FL 34997 City, State, Zip	Ttaylor@sunshinelanddesign.com E-mail Address
772.283.2648 Telephone	 Authorized Signature

**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
RFB2021-3313**

THIS AMENDMENT #1 made and entered into this 4th day of November 2022, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **SUNSHINE LAND DESIGN, INC.** (Hereinafter "Contractor"), 3291 SE Lionel Terrace, Stuart, FL 34997.

WITNESSETH

WHEREAS, the **County** and **Contractor** entered into an Agreement for INFRASTRUCTURE CONSTRUCTION & MAINTENANCE on May 25, 2021; and

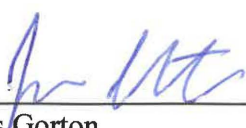
WHEREAS, the **County** and **Contractor** desire to amend the Agreement to increase the prices of Exhibit C due to increase costs of raw material, freight and wages.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. To increase the cost of Exhibit C by 20% due to rising costs of raw material, freight and wage rates. All new pricing in shown in Exhibit C, Amendment 1.
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY



James Gorton
Public Works Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Don G. Donaldson, P.E.
County Administrator

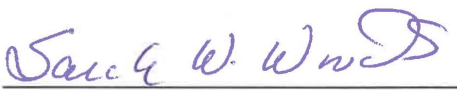
SUNSHINE LAND DESIGN, INC.

Margaret Fenton

Digitally signed by Margaret Fenton
DN: cn=Margaret Fenton, o=Sunshine Land
Design, Inc., ou,
email=mfenton@sunshinelanddesign.com, c=US
Date: 2022.11.04 11:38:21 -04'00'

Margaret Fenton
Vice President

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

**RFB2021-3313
EXHIBIT C
AMENDMENT #1**

							AMENDMENT #1	
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
MATERIALS (FURNISH & INSTALL)								
1	12" x 18" Elliptical RCP	1,000	LF	\$55.00	\$ 55,000.00	\$ 66.00	\$ 66,000.00	
2	14" x 23" Elliptical RCP	500	LF	\$61.00	\$ 30,500.00	\$ 73.20	\$ 36,600.00	
3	19" x 30" Elliptical RCP	200	LF	\$80.00	\$ 16,000.00	\$ 96.00	\$ 19,200.00	
4	24" x 38" Elliptical RCP	200	LF	\$95.00	\$ 19,000.00	\$ 114.00	\$ 22,800.00	
5	29" x 45" Elliptical RCP	100	LF	\$120.00	\$ 12,000.00	\$ 144.00	\$ 14,400.00	
6	34" x 53" Elliptical RCP	100	LF	\$155.00	\$ 15,500.00	\$ 186.00	\$ 18,600.00	
7	38" x 60" Elliptical RCP	100	LF	\$190.00	\$ 19,000.00	\$ 228.00	\$ 22,800.00	
8	Mitered End Section (12" x 18" Elliptical RCP)	20	EA	\$1,000.00	\$ 20,000.00	\$ 1,200.00	\$ 24,000.00	
9	Mitered End Section (14" x 23" Elliptical RCP)	16	EA	\$1,500.00	\$ 24,000.00	\$ 1,800.00	\$ 28,800.00	
10	Mitered End Section (19" x 30" Elliptical RCP)	6	EA	\$2,000.00	\$ 12,000.00	\$ 2,400.00	\$ 14,400.00	
11	Mitered End Section (24" x 38" Elliptical RCP)	6	EA	\$2,200.00	\$ 13,200.00	\$ 2,640.00	\$ 15,840.00	
12	Mitered End Section (29" x 45" Elliptical RCP)	6	EA	\$2,800.00	\$ 16,800.00	\$ 3,360.00	\$ 20,160.00	
13	Mitered End Section (34" x 53" Elliptical RCP)	2	EA	\$3,500.00	\$ 7,000.00	\$ 4,200.00	\$ 8,400.00	
14	Mitered End Section (38" x 60" Elliptical RCP)	2	EA	\$4,700.00	\$ 9,400.00	\$ 5,640.00	\$ 11,280.00	
15	15" RCP	1,000	LF	\$42.00	\$ 42,000.00	\$ 50.40	\$ 50,400.00	
16	18" RCP	1,000	LF	\$45.00	\$ 45,000.00	\$ 54.00	\$ 54,000.00	
17	24" RCP	1,000	LF	\$55.00	\$ 55,000.00	\$ 66.00	\$ 66,000.00	
18	30" RCP	100	LF	\$85.00	\$ 8,500.00	\$ 102.00	\$ 10,200.00	
19	36" RCP	200	LF	\$100.00	\$ 20,000.00	\$ 120.00	\$ 24,000.00	
20	48" RCP	200	LF	\$135.00	\$ 27,000.00	\$ 162.00	\$ 32,400.00	
21	54" RCP	100	LF	\$210.00	\$ 21,000.00	\$ 252.00	\$ 25,200.00	
22	60" RCP	100	LF	\$260.00	\$ 26,000.00	\$ 312.00	\$ 31,200.00	
23	66" RCP	100	LF	\$300.00	\$ 30,000.00	\$ 360.00	\$ 36,000.00	
24	72" RCP	100	LF	\$360.00	\$ 36,000.00	\$ 432.00	\$ 43,200.00	
25	78" RCP	100	LF	\$425.00	\$ 42,500.00	\$ 510.00	\$ 51,000.00	
26	84" RCP	100	LF	\$550.00	\$ 55,000.00	\$ 660.00	\$ 66,000.00	
27	Mitered End Section (15" RCP)	30	EA	\$750.00	\$ 22,500.00	\$ 900.00	\$ 27,000.00	
28	Mitered End Section (18" RCP)	30	EA	\$800.00	\$ 24,000.00	\$ 960.00	\$ 28,800.00	
29	Mitered End Section (24" RCP)	30	EA	\$980.00	\$ 29,400.00	\$ 1,176.00	\$ 35,280.00	
30	Mitered End Section (30" RCP)	8	EA	\$1,600.00	\$ 12,800.00	\$ 1,920.00	\$ 15,360.00	
31	Mitered End Section (36" RCP)	10	EA	\$1,800.00	\$ 18,000.00	\$ 2,160.00	\$ 21,600.00	
32	Mitered End Section (48" RCP)	10	EA	\$2,200.00	\$ 22,000.00	\$ 2,640.00	\$ 26,400.00	
33	Mitered End Section (54" RCP)	2	EA	\$4,000.00	\$ 8,000.00	\$ 4,800.00	\$ 9,600.00	
34	Mitered End Section (60" RCP)	2	EA	\$4,500.00	\$ 9,000.00	\$ 5,400.00	\$ 10,800.00	
35	Mitered End Section (66" RCP)	2	EA	\$4,800.00	\$ 9,600.00	\$ 5,760.00	\$ 11,520.00	
36	Mitered End Section (72" RCP)	2	EA	\$5,200.00	\$ 10,400.00	\$ 6,240.00	\$ 12,480.00	
37	Mitered End Section (78" RCP)	2	EA	\$7,000.00	\$ 14,000.00	\$ 8,400.00	\$ 16,800.00	
38	Mitered End Section (84" RCP)	2	EA	\$7,400.00	\$ 14,800.00	\$ 8,880.00	\$ 17,760.00	
39	Corrugated Aluminum Pipe (CAP), 15"	200	LF	\$40.00	\$ 8,000.00	\$ 48.00	\$ 9,600.00	
40	Corrugated Aluminum Pipe (CAP), 18"	200	LF	\$45.00	\$ 9,000.00	\$ 54.00	\$ 10,800.00	
41	Corrugated Aluminum Pipe (CAP), 24"	200	LF	\$56.00	\$ 11,200.00	\$ 67.20	\$ 13,440.00	
42	Corrugated Aluminum Pipe (CAP), 30"	200	LF	\$85.00	\$ 17,000.00	\$ 102.00	\$ 20,400.00	
43	Corrugated Aluminum Pipe (CAP), 36"	200	LF	\$103.00	\$ 20,600.00	\$ 123.60	\$ 24,720.00	
44	Mitered End Section (15" CAP)	6	EA	\$900.00	\$ 5,400.00	\$ 1,080.00	\$ 6,480.00	
45	Mitered End Section (18" CAP)	6	EA	\$950.00	\$ 5,700.00	\$ 1,140.00	\$ 6,840.00	
46	Mitered End Section (24" CAP)	6	EA	\$1,000.00	\$ 6,000.00	\$ 1,200.00	\$ 7,200.00	
47	Mitered End Section (30" CAP)	6	EA	\$1,200.00	\$ 7,200.00	\$ 1,440.00	\$ 8,640.00	
48	Mitered End Section (36" CAP)	6	EA	\$1,600.00	\$ 9,600.00	\$ 1,920.00	\$ 11,520.00	
49	15" HOPE, Perforated Pipe	50	LF	\$48.00	\$ 2,400.00	\$ 57.60	\$ 2,880.00	
50	15" HOPE	200	LF	\$44.00	\$ 8,800.00	\$ 52.80	\$ 10,560.00	
51	18" HOPE	200	LF	\$48.00	\$ 9,600.00	\$ 57.60	\$ 11,520.00	
52	24" HOPE	100	LF	\$55.00	\$ 5,500.00	\$ 66.00	\$ 6,600.00	
53	CAP Ultra Flo liner for 15" pipe	500	LF	\$60.00	\$ 30,000.00	\$ 72.00	\$ 36,000.00	
54	CAP Ultra Flo liner for 18" pipe	500	LF	\$65.00	\$ 32,500.00	\$ 78.00	\$ 39,000.00	
55	CAP Ultra Flo liner for 24" pipe	500	LF	\$85.00	\$ 42,500.00	\$ 102.00	\$ 51,000.00	
56	CAP Ultra Flo liner for 30" pipe	100	LF	\$100.00	\$ 10,000.00	\$ 120.00	\$ 12,000.00	
57	CAP Ultra Flo liner for 36" pipe	200	LF	\$105.00	\$ 21,000.00	\$ 126.00	\$ 25,200.00	
58	CAP Ultra Flo liner for 42" pipe	200	LF	\$160.00	\$ 32,000.00	\$ 192.00	\$ 38,400.00	
59	CAP Ultra Flo liner for 48" pipe	100	LF	\$170.00	\$ 17,000.00	\$ 204.00	\$ 20,400.00	
60	CAP Ultra Flo liner for 54" pipe	100	LF	\$175.00	\$ 17,500.00	\$ 210.00	\$ 21,000.00	
61	CAP Ultra Flo liner for 60" pipe	50	LF	\$195.00	\$ 9,750.00	\$ 234.00	\$ 11,700.00	
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
62	CAP Ultra Flo liner for 66" pipe	50	LF	\$230.00	\$ 11,500.00	\$ 276.00	\$ 13,800.00	
63	CAP Ultra Flo liner for 72" pipe	100	LF	\$280.00	\$ 28,000.00	\$ 336.00	\$ 33,600.00	
64	CAP Ultra Flo liner for 78" pipe	50	LF	\$380.00	\$ 19,000.00	\$ 456.00	\$ 22,800.00	
65	CAP Ultra Flo liner for 84" pipe	50	LF	\$400.00	\$ 20,000.00	\$ 480.00	\$ 24,000.00	
66	Grout (pumped to fill void between liner and pipe)	250	CY	\$320.00	\$ 80,000.00	\$ 384.00	\$ 96,000.00	
67	Cure in place liner for 15" pipe	500	LF	\$118.00	\$ 59,000.00	\$ 141.60	\$ 70,800.00	
68	Cure in place liner for 18" pipe	500	LF	\$141.00	\$ 70,500.00	\$ 169.20	\$ 84,600.00	
69	Cure in place liner for 24" pipe	500	LF	\$150.00	\$ 75,000.00	\$ 180.00	\$ 90,000.00	

70	Cure in place liner for 30" pipe	100	LF	\$200.00	\$ 20,000.00	\$ 240.00	\$ 24,000.00
71	Cure in place liner for 36" pipe	200	LF	\$250.00	\$ 50,000.00	\$ 300.00	\$ 60,000.00
72	Cure in place liner for 42" pipe	200	LF	\$288.00	\$ 57,600.00	\$ 345.60	\$ 69,120.00
73	Cure in place liner for 48" pipe	100	LF	\$340.00	\$ 34,000.00	\$ 408.00	\$ 40,800.00
74	Cure in place liner for 54" pipe	100	LF	\$430.00	\$ 43,000.00	\$ 516.00	\$ 51,600.00
75	Cure in place liner for 60" pipe	50	LF	\$512.00	\$ 25,600.00	\$ 614.40	\$ 30,720.00
76	Cure in place liner for 66" pipe	50	LF	\$600.00	\$ 30,000.00	\$ 720.00	\$ 36,000.00
77	Cure in place liner for 72" pipe	100	LF	\$650.00	\$ 65,000.00	\$ 780.00	\$ 78,000.00
78	Cure in place liner for 78" pipe	50	LF	\$750.00	\$ 37,500.00	\$ 900.00	\$ 45,000.00
79	Cure in place liner for 84" pipe	50	LF	\$800.00	\$ 40,000.00	\$ 960.00	\$ 48,000.00
80	Manholes, P-7, <10'	2	EA	\$4,000.00	\$ 8,000.00	\$ 4,800.00	\$ 9,600.00
81	Yard Drain Inlet, 12" Inline Drain ADS 2712AG or Equal With 24" x 24" x 4"	10	EA	\$1,100.00	\$ 11,000.00	\$ 1,320.00	\$ 13,200.00
82	Manhole Adjustment +/- 1.5', FDOT Standard Plans Index No. 425-001, Brick or	10	EA	\$1,200.00	\$ 12,000.00	\$ 1,440.00	\$ 14,400.00
83	Manhole Adjustment w/ Rings	10	EA	\$500.00	\$ 5,000.00	\$ 600.00	\$ 6,000.00
84	Utility Valve Adjustment w/ Rings	10	EA	\$450.00	\$ 4,500.00	\$ 540.00	\$ 5,400.00
85	Utility Valve Adjustment; Excavate & Raise w/ 12x12 Concrete Pad	10	EA	\$750.00	\$ 7,500.00	\$ 900.00	\$ 9,000.00
86	Connect Pipe to Existino Inlet - Inlet Connection Modification	25	EA	\$500.00	\$ 12,500.00	\$ 600.00	\$ 15,000.00
87	Structure Bottom Type P (4' Dia. x 6' Avo. Depth)	4	EA	\$2,000.00	\$ 8,000.00	\$ 2,400.00	\$ 9,600.00
88	Curb Inlet (Type 1 or 3)	2	EA	\$8,200.00	\$ 16,400.00	\$ 9,840.00	\$ 19,680.00
89	Curb Inlet (Type 2 or 4)	2	EA	\$8,500.00	\$ 17,000.00	\$ 10,200.00	\$ 20,400.00
90	Type C Inlet, Average 5'-0" Depth	15	EA	\$3,000.00	\$ 45,000.00	\$ 3,600.00	\$ 54,000.00
91	Type E Inlet, Average 5'-0" Depth	15	EA	\$1,610.00	\$ 24,150.00	\$ 1,932.00	\$ 28,980.00
92	Type H Inlet, < 10', 2 & 3 Grate	15	EA	\$12,000.00	\$ 180,000.00	\$ 14,400.00	\$ 216,000.00
93	Type G Inlet, < 10'	15	EA	\$11,800.00	\$ 177,000.00	\$ 14,160.00	\$ 212,400.00
94	6' x 6' Manhole, < 10'	15	EA	\$8,800.00	\$ 132,000.00	\$ 10,560.00	\$ 158,400.00
95	8' x 8' Manhole, < 10'	15	EA	\$12,000.00	\$ 180,000.00	\$ 14,400.00	\$ 216,000.00
96	Exfiltration Trench, 15", Round, Aluminum, Perforated, Per FDOT Standard	200	LF	\$130.00	\$ 26,000.00	\$ 156.00	\$ 31,200.00
97	Exfiltration Trench, 18", Round, Aluminum, Perforated, Per FDOT Standard	200	LF	\$140.00	\$ 28,000.00	\$ 168.00	\$ 33,600.00
98	Exfiltration Trench, 24", Round, Aluminum, Perforated, Per FDOT Standard Plans	200	LF	\$150.00	\$ 30,000.00	\$ 180.00	\$ 36,000.00
99	#4 Stone	500	TON	\$30.00	\$ 15,000.00	\$ 36.00	\$ 18,000.00
100	#57 Stone	500	TON	\$30.00	\$ 15,000.00	\$ 36.00	\$ 18,000.00
101	Geotextile Fabric	1,500	SY	\$3.00	\$ 4,500.00	\$ 3.60	\$ 5,400.00
102	Staked Silt Fence, Type III	1,500	LF	\$3.00	\$ 4,500.00	\$ 3.60	\$ 5,400.00
103	Baled Hay or Straw	50	EA	\$5.00	\$ 250.00	\$ 6.00	\$ 300.00
104	Floating Turbidity Barrier	500	LF	\$10.00	\$ 5,000.00	\$ 12.00	\$ 6,000.00
105	6-12" Riprap Rubble (Up to 100 Tons)	100	TON	\$100.00	\$ 10,000.00	\$ 120.00	\$ 12,000.00
106	6-12" Riprap Rubble (101 to 200 Tons)	200	TON	\$98.00	\$ 19,600.00	\$ 117.60	\$ 23,520.00
107	12-24" Riprap Rubble (Up to 100 Tons)	100	TON	\$105.00	\$ 10,500.00	\$ 126.00	\$ 12,600.00
108	12-24" Riprap Rubble (101 to 200 Tons)	200	TON	\$100.00	\$ 20,000.00	\$ 120.00	\$ 24,000.00
109	12-24" Riprap Rubble (Greater Than 200 Tons)	400	TON	\$98.00	\$ 39,200.00	\$ 117.60	\$ 47,040.00
110	Roadway Open Cut (Per MC Standard Details R-31A & R-31B)	25	EA	\$7,500.00	\$ 187,500.00	\$ 9,000.00	\$ 225,000.00
111	Roadway Open Cut (Per MC Standard Details R-31A & R-31B); Without 50'	25	EA	\$6,500.00	\$ 162,500.00	\$ 7,800.00	\$ 195,000.00
112	Asphalt Milling (No Pony Miller)	500	SY	\$5.00	\$ 2,500.00	\$ 6.00	\$ 3,000.00
113	Asphalt Milling	10	DAY	\$7,000.00	\$ 70,000.00	\$ 8,400.00	\$ 84,000.00
114	Wellpoint Dewatering	500	LF	\$80.00	\$ 40,000.00	\$ 96.00	\$ 48,000.00
115	6" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$1,800.00	\$ 54,000.00	\$ 2,160.00	\$ 64,800.00
116	8" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$2,200.00	\$ 66,000.00	\$ 2,640.00	\$ 79,200.00
117	12" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$2,800.00	\$ 84,000.00	\$ 3,360.00	\$ 100,800.00
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
118	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) 2: 5 Acres	5	AC	\$15,000.00	\$ 75,000.00	\$ 18,000.00	\$ 90,000.00
119	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) < 5 Acres	20	AC	\$20,000.00	\$ 400,000.00	\$ 24,000.00	\$ 480,000.00
120	Remove & Dispose Of Existing Cross-Drain (24" Diameter Typ.)	500	LF	\$60.00	\$ 30,000.00	\$ 72.00	\$ 36,000.00
121	Remove & Dispose Of Existing Concrete (Headwalls, Structures, Sidewalks,	250	TON	\$65.00	\$ 16,250.00	\$ 78.00	\$ 19,500.00
122	Roadway Shoulder / Swale Grading	20,000	SY	\$2.50	\$ 50,000.00	\$ 3.00	\$ 60,000.00
123	Concrete End Walls (Typ. Per FOOT Standard Plans Index 430-030)	100	CY	\$980.00	\$ 98,000.00	\$ 1,176.00	\$ 117,600.00
124	Embankment/ Clean Fill (F&I), Compacted In Place	1,000	CY	\$18.00	\$ 18,000.00	\$ 21.60	\$ 21,600.00
125	Regular Excavation (includes removal & disposal)	1,000	CY	\$18.00	\$ 18,000.00	\$ 21.60	\$ 21,600.00
126	Bahia Sod (F&I)	5,000	SY	\$4.00	\$ 20,000.00	\$ 4.80	\$ 24,000.00
127	Floritam Sod (F&I)	4,000	SY	\$5.00	\$ 20,000.00	\$ 6.00	\$ 24,000.00
128	Hydrosed w/FDOT mix (1 acre minimum)	25	AC	\$1,900.00	\$ 47,500.00	\$ 2,280.00	\$ 57,000.00
129	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	200	HR	\$50.00	\$ 10,000.00	\$ 60.00	\$ 12,000.00
130	Roadway Subgrade (LBR 40)	1,250	SY	\$16.00	\$ 20,000.00	\$ 19.20	\$ 24,000.00
131	Roadway Base (FOOT Optional Base Group 6)	2,000	SY	\$24.00	\$ 48,000.00	\$ 28.80	\$ 57,600.00
132	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack &	550	TON	\$120.00	\$ 66,000.00	\$ 144.00	\$ 79,200.00
133	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack &	250	TON	\$130.00	\$ 32,500.00	\$ 156.00	\$ 39,000.00
134	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack &	150	TON	\$153.00	\$ 22,950.00	\$ 183.60	\$ 27,540.00
135	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack &	400	TON	\$205.00	\$ 82,000.00	\$ 246.00	\$ 98,400.00
136	Standard Mailbox and/or Standard Traffic Control Sign (Simile Post) Removal &	50	EA	\$60.00	\$ 3,000.00	\$ 72.00	\$ 3,600.00
137	Flowable fill excavatable /non excavatable - < 5yds	5	YD	\$300.00	\$ 1,500.00	\$ 360.00	\$ 1,800.00
138	Concrete Driveway, Fiber Reinforcement, 6" Thick	1,000	SY	\$48.00	\$ 48,000.00	\$ 57.60	\$ 57,600.00
139	Concrete Sidewalk with Fiber, 4" Thick	2,000	SY	\$42.00	\$ 84,000.00	\$ 50.40	\$ 100,800.00
140	Public Sidewalk Curb Ramps per FOOT Std Plans Index 522-002 with ADA	1,000	SF	\$15.00	\$ 15,000.00	\$ 18.00	\$ 18,000.00
141	Miscellaneous Concrete (Headwalls, Weirs, Retaining Walls) , FOOT Class II	1,000	CY	\$250.00	\$ 250,000.00	\$ 300.00	\$ 300,000.00
142	Installation of 6" Pervious Concrete	500	SY	\$62.00	\$ 31,000.00	\$ 74.40	\$ 37,200.00
143	Installation of FOOT Type "A" Curb, By Hand	500	LF	\$21.00	\$ 10,500.00	\$ 25.20	\$ 12,600.00
144	Installation of FOOT Type "A" Curb, By Machine	500	LF	\$16.00	\$ 8,000.00	\$ 19.20	\$ 9,600.00
145	Installation of FOOT Type "B" Curb, By Hand	500	LF	\$22.00	\$ 11,000.00	\$ 26.40	\$ 13,200.00
146	Installation of FOOT Type "B" Curb, By Machine	500	LF	\$16.00	\$ 8,000.00	\$ 19.20	\$ 9,600.00

147	Installation of FOOT Type "D" Curb, By Hand	500	LF	\$23.00	\$ 11,500.00	\$ 27.60	\$ 13,800.00
148	Installation of FOOT Type "D" Curb, By Machine	500	LF	\$17.00	\$ 8,500.00	\$ 20.40	\$ 10,200.00
149	Installation of FOOT Type "E" Curb, By Hand	500	LF	\$23.00	\$ 11,500.00	\$ 27.60	\$ 13,800.00
150	Installation of FOOT Type "E" Curb, By Machine	500	LF	\$17.00	\$ 8,500.00	\$ 20.40	\$ 10,200.00
151	Installation of FOOT TvPe "F" Curb, By Hand	500	LF	\$24.00	\$ 12,000.00	\$ 28.80	\$ 14,400.00
152	Installation of FOOT Type "F" Curb, By Machine	500	LF	\$18.00	\$ 9,000.00	\$ 21.60	\$ 10,800.00
153	Installation of FOOT Valley Gutter, By Hand	500	LF	\$24.00	\$ 12,000.00	\$ 28.80	\$ 14,400.00
154	Installation of FOOT Valley Gutter, By Machine	500	LF	\$18.00	\$ 9,000.00	\$ 21.60	\$ 10,800.00
155	Installation of FOOT Shoulder Gutter, By Hand	500	LF	\$26.00	\$ 13,000.00	\$ 31.20	\$ 15,600.00
156	Installation of FOOT Shoulder Gutter, By Machine	500	LF	\$18.00	\$ 9,000.00	\$ 21.60	\$ 10,800.00
157	Shell Rock Parkina (4" Coquina Rock Base, 4" Shell)	2,500	SY	\$17.00	\$ 42,500.00	\$ 20.40	\$ 51,000.00
158	Paver Bricks (Per Detail)	500	SY	\$54.00	\$ 27,000.00	\$ 64.80	\$ 32,400.00
159	Beach Sand - Delivery (Per Specification)	500	TON	\$25.00	\$ 12,500.00	\$ 30.00	\$ 15,000.00
160	Post & Rail Fence (Per MC Standard Detail P-60)	350	LF	\$20.00	\$ 7,000.00	\$ 24.00	\$ 8,400.00
161	Metal Rolling Cattle Guards (12' x 16')	3	EA	\$6,000.00	\$ 18,000.00	\$ 7,200.00	\$ 21,600.00
162	16' Metal Gate (Per MC Standard Detail P-61)	4	EA	\$4,500.00	\$ 18,000.00	\$ 5,400.00	\$ 21,600.00
163	6' Metal Gate, Single Arm (Per Martin County Standard Detail P-61)	4	EA	\$1,500.00	\$ 6,000.00	\$ 1,800.00	\$ 7,200.00
164	Damaged Guardrail Removal, Remove & Dispose Damaged Panels and Posts	25	LF	\$15.00	\$ 375.00	\$ 18.00	\$ 450.00
165	Guardrail, Standard W-Beam, with Timber Post, Per FOOT Standard Plans Index	25	LF	\$35.00	\$ 875.00	\$ 42.00	\$ 1,050.00
166	Guardrail, Standard W-Beam, with Galv. Steel Post, Per FOOT Standard Plans	25	LF	\$35.00	\$ 875.00	\$ 42.00	\$ 1,050.00
167	Guardrail, Standard Thrie-Beam, with Timber Post, Per FOOT Standard Plans	25	LF	\$100.00	\$ 2,500.00	\$ 120.00	\$ 3,000.00
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
168	Guardrail, Standard Thrie-Beam, with Galv. Steel Post, Per FOOT Standard Plans	25	LF	\$100.00	\$ 2,500.00	\$ 120.00	\$ 3,000.00
169	Guardrail, Flared End Anchorage Assembly, Per FOOT Standard Plans Index No.	2	EA	\$4,500.00	\$ 9,000.00	\$ 5,400.00	\$ 10,800.00
170	Pipe Handrail - Guiderail, Aluminum, Per FOOT Standard Plans Index No. 515-	500	LF	\$60.00	\$ 30,000.00	\$ 72.00	\$ 36,000.00
171	Handrail- Aluminum Pedestrian /Bicycle Picket Railing, Per FOOT Standard Plans	500	LF	\$88.00	\$ 44,000.00	\$ 105.60	\$ 52,800.00
172	FOOT Type A Fence, Per FOOT Standard Plans Index No. 550-001	1,000	LF	\$15.00	\$ 15,000.00	\$ 18.00	\$ 18,000.00
173	Directional Bore, 12" to < 18"	300	LF	\$75.00	\$ 22,500.00	\$ 90.00	\$ 27,000.00
174	Televise Pipe (includes camera truck and video)	1,000	LF	\$1.50	\$ 1,500.00	\$ 1.80	\$ 1,800.00
175	4" Force Main Directional Drill	300	LF	\$33.00	\$ 9,900.00	\$ 39.60	\$ 11,880.00
176	4" Force Main Open Cut	1,000	LF	\$35.00	\$ 35,000.00	\$ 42.00	\$ 42,000.00
177	3" Force Main Directional Drill	300	LF	\$30.00	\$ 9,000.00	\$ 36.00	\$ 10,800.00
178	3" Force Main Open Cut	1,000	LF	\$35.00	\$ 35,000.00	\$ 42.00	\$ 42,000.00
179	2" Force Main Directional Drill	500	LF	\$25.00	\$ 12,500.00	\$ 30.00	\$ 15,000.00
180	2" Force Main Open Cut	500	LF	\$30.00	\$ 15,000.00	\$ 36.00	\$ 18,000.00
181	Grinder Pump Service Connection, Lona	20	EA	\$2,570.00	\$ 51,400.00	\$ 3,084.00	\$ 61,680.00
182	Grinder Pump Service Connection, Short	20	EA	\$1,800.00	\$ 36,000.00	\$ 2,160.00	\$ 43,200.00
EQUIPMENT & LABOR							
183	2-Man Survey Crew	100	HR	\$110.00	\$ 11,000.00	\$ 132.00	\$ 13,200.00
184	As-Builts / Record Drawings (Man hours for Field & CAD Work)	50	HR	\$110.00	\$ 5,500.00	\$ 132.00	\$ 6,600.00
185	Rubber Tire Backhoe (5/8 CY or Larger) With Operator	200	HR	\$60.00	\$ 12,000.00	\$ 72.00	\$ 14,400.00
186	Dump Truck (16 CY or Larger) With Oerator	200	HR	\$75.00	\$ 15,000.00	\$ 90.00	\$ 18,000.00
187	Front End Loader (2-1/2 CY or Larær) With Operator	200	HR	\$60.00	\$ 12,000.00	\$ 72.00	\$ 14,400.00
188	Vibratory Roller, Single Drum, 5 Ton or Larger, 54" Minimum Width, With	200	HR	\$60.00	\$ 12,000.00	\$ 72.00	\$ 14,400.00
189	Vactor Truck with operator	200	HR	\$180.00	\$ 36,000.00	\$ 216.00	\$ 43,200.00
190	Camera truck w/operator	200	HR	\$125.00	\$ 25,000.00	\$ 150.00	\$ 30,000.00
TOTAL BID					\$ 5,950,575.00	Total Bid	\$ 7,140,690.00



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 25th day of May in the year, 2021, between:

MARTIN COUNTY, a political subdivision of the State of Florida and through its BOARD OF COUNTY COMMISSIONERS, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Sunshine Land Design, Inc.
(hereinafter CONTRACTOR) 3291 SE Lionel Terrace
Stuart, Florida 34997

Contract Name: Infrastructure Construction & Maintenance

Contract Number: RFB2021-3313

Not to Exceed Amount: \$30,000,000.00
(to all vendors combined over maximum 5 years)

Contract Term: Three (3) years plus two (2) 1-year renewal options
Not to exceed 5 years

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ARTICLE 1 DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* Any action, assertion, change order, demand, invoice, lawsuit, or request by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money, property, or services made to any agent, employee, or officer of the County by a third party is not a Claim. Claim does not include tort claims as that term is used in Section 768.28(5), Fla. Stat. as amended from time to time.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and

clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.
9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
10. *Day.* A calendar day unless noted otherwise.
11. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement."
12. *Drawings.* That part of the Contract Documents prepared or approved by an Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.
13. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
14. *Field Order.* A written order issued by the Engineer or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
15. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.
16. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
17. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.
18. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

19. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

20. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

21. *Substantial Completion.* For the purpose of this Agreement, and for the compliance of those procedures, duties and obligations as set forth in the Florida Statutes' "Local Government Prompt Payment Act", the term "Substantial Completion" is defined as that point where the COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the COUNTY is able to utilize the entire the Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in the Exhibits (if any). The Project should be completed to the point that the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (A) the items that affect operational integrity and function of the Project must be capable of continuous use; (B) all permits and other regulatory requirements must be satisfied; and (C) where required, a Certificate of Occupancy must be issued.

22. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

23. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

24. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

25. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

26. *Year.* The word "year" means 365 calendar days, including leap days if any.

ARTICLE 2 WORK/PRELIMINARY REQUIREMENTS

2.1 The CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, permitting, regulatory matters, environmental mitigation, traffic control, accounting, coordination, and construction of the Project,

more specifically described in the Design Documents, as applicable.

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

- a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and
- b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

2.6 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

- B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
- C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3 CONTRACT PRICE; TERM

3.1 The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

3.2 Term. This Agreement shall be in effect from the effective date listed on page 1 of this Agreement. The Contract Term, as stated on page 1 of this Agreement, is for three years.

3.3 The Two 1-Year Renewal Options. As stated on page 1 of this Agreement, there are two 1-year renewal options. Specifically, the COUNTY may, or may not, ***in its sole discretion***, exercise the option of renewing this Agreement for one additional year on or before the end of the Contract Term, and if the County exercises its option of renewing this Agreement for one additional year, at or before the expiration of the additional year, the COUNTY may, or may not, in its sole discretion, exercise the option of renewing this Agreement for another year. Nothing herein shall be construed to mean CONTRACTOR is entitled or has a legal right to a renewal. This Agreement shall expire on the last day of the Contract Term or after the first or second additional year as applicable.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR

also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR understands and acknowledges that all documents and materials provided with the RFB and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. A Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Superintendent of the CONTRACTOR shall be mailed to the address set forth

in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Superintendent of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Superintendent shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall perform at least 30% (thirty percent) of the total amount of the Work in-house. The foregoing 30% (thirty percent) is exclusive of general conditions and material ordered for work performed by sublets.

4.11 The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection in the County's sole discretion.

4.12 The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners, or shareholders holding ten 10% (ten percent) or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or 10% (ten percent) plus shareholder) any person, entity, subcontractor, consultant, design professional, materialmen, supplier, or any other subcontractor performing the Work or the Project. The CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any agreement on this the Project in which it has a common financial interest.

4.13 The CONTRACTOR shall keep on-site one record copy of all Drawings, Specifications, Addenda, Modifications, and Shop Drawings that is annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents, thus creating Record Drawings, and the Record Drawings are accepted by the COUNTY.

[OPTIONAL: The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Minimum Technical Standards established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing.]

4.14 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss

the Work under the Contract.

4.15 CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, and the site as it progresses on a monthly basis. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.16 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

4.17 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract.

4.18 Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper control, maintenance, and detour of traffic in the construction area, at all times during the course of the Work. Contractor shall provide and maintain Maintenance of Traffic (MOT) by a certified Advanced Work Zone Traffic Control officer. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR's responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Bid reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper control, maintenance, detour of traffic. The CONTRACTOR shall notify all such agencies and the COUNTY at least 7 (seven) days in advance of any traffic detour. No road closures will be permitted unless approved by the COUNTY. The CONTRACTOR shall notify all such agencies and the COUNTY at least 14 (fourteen) days in advance of any road closure.

4.19 The CONTRACTOR is responsible for adequate NPDES-compliant drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed. Stabilization measures, as defined by the State of Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities, as amended, shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

4.20 The CONTRACTOR shall ensure that all fire hydrants on or adjacent to the Project shall be kept accessible and no obstruction shall be placed within fifteen feet of any hydrant.

4.21 The CONTRACTOR shall ensure that heavy equipment is not operated close enough to COUNTY assets or other structures to cause their displacement.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Fla. Stat. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, Fla. Stat., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5 PAYMENT

5.1 A Schedule of Values shall be approved by the COUNTY prior to the commencement of the Work. The approved Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Unit Price Work will be based on the number of units completed.

5.2 Applications for Payments

- A. The CONTRACTOR shall submit to the COUNTY for review, an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents. Such supporting documents shall include but not be limited to: (i) a current release from the CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and (ii) a monthly dated Critical Path Method (CPM) Schedule for the Project. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR's entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the COUNTY's interest therein, all of which must be satisfactory to the COUNTY.
- B. Beginning with the second Application for Payment, each Application shall include:
 - (i) an affidavit by the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the CONTRACTOR's legitimate obligations associated with prior Applications for Payment and
 - (ii) a "Conditional Waiver of Right to Claim Against Payment Bond and Martin County" completed by the CONTRACTOR and all subcontractors.
- C. Pursuant to Section 255.078(1), Fla. Stat., the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Fla. Stat., the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, Fla. Stat., or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.
- D. The Application for Final Payment shall be made after the CONTRACTOR has, in the opinion of the COUNTY, satisfactorily completed all corrections identified during the Final Inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, and other documents.
- E. The Application for Final Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence

of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to the COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

- F. In lieu of the releases or waivers of Liens and as approved by the COUNTY, the CONTRACTOR may furnish receipts or releases in full and an affidavit of the CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the COUNTY or the COUNTY's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the COUNTY to indemnify the COUNTY against any Lien.

5.3 Review of Applications

- A. The COUNTY's approval of any payment requested in an Application for Payment will constitute a representation by the COUNTY that to the best of the COUNTY's knowledge, information and belief:
- (i) the Work has progressed to the point indicated;
 - (ii) the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price the Work, and to any other qualifications stated in the recommendation); and
 - (iii) the conditions precedent to the CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the COUNTY's responsibility to observe the Work.
- B. The COUNTY's approval of any payment requested in an Application for Payment will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work performed have been exhaustive, extended to every aspect of the Work, or were detailed inspections of the Work; or (ii) there may not be other matters or issues between the parties that might entitle the CONTRACTOR to be paid additionally by the COUNTY or entitle the COUNTY to withhold payment to the CONTRACTOR.
- C. The COUNTY may reject the payment request or invoice within 20 (twenty) days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application.
- D. The COUNTY may refuse to make payment of the full amount because:
- (i) claims have been made against the COUNTY on account of the CONTRACTOR's performance or furnishing of the Work;
 - (ii) Liens have been filed in connection with the Work, except where the CONTRACTOR has delivered a specific Bond satisfactory to the COUNTY to secure the satisfaction and discharge of such Liens;

- (iii) there are other items entitling the COUNTY to a set-off against the amount recommended.
- (iv) the Work is defective or the completed Work has been damaged, requiring correction or replacement;
- (v) the Work for which payment is requested cannot be verified;
- (vi) the CONTRACTOR failed to make proper payments to subcontractor(s) for labor, materials or equipment in connection with the Work;
- (vii) the Contract Price has been reduced because of modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (viii) the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
- (ix) the CONTRACTOR failed to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
- (x) of any other breach of, default under, violation of, or failure to comply with the provisions of the Contract Documents.

E. If the COUNTY refuses to make payment of the full amount, the COUNTY must give the CONTRACTOR written notice within 10 (ten) days of receipt of invoice stating the reasons for such action and promptly pay the CONTRACTOR any amount remaining after deduction of the amount so withheld. The COUNTY shall promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the COUNTY and the CONTRACTOR, when the CONTRACTOR corrects the reasons for such action to the COUNTY's satisfaction.

5.4 All payments made to the CONTRACTOR, whether Progress or Final, shall be in strict accordance with the "Local Government Prompt Payment Act" addressing payment, retainage, and punch list procedures for the performance of the Work.

5.5 The CONTRACTOR warrants and guarantees that title to all the Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.6 The CONTRACTOR shall promptly pay all subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR. The CONTRACTOR shall, by appropriate agreement with each subcontractor or other person, require each subcontractor or other person to make payments to sub-subcontractors in similar manner.

5.7 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.8 In accordance with the provisions of §255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by §713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for or to

induce payment of a progress payment or a final payment, such waivers shall comply with the form set forth in §255.05, Florida Statutes, as amended from time to time.

5.9 If one or more Notice of Non-Payment is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a Release of Claim for each Notice of Non-Payment has been submitted to the COUNTY. Upon request, the CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If the CONTRACTOR fails to satisfy the non-payment, the COUNTY may make payment and back-charge the CONTRACTOR for any and all costs associated with such payment.

5.10 If at any time during the progress of the Work, the CONTRACTOR's actual progress is inadequate to meet the requirements of the Agreement, the COUNTY may, but is not required to, notify the CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of the CONTRACTOR:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
- C. Reschedule the Work in conformance with the specification requirements.

5.11 Neither such notice by the COUNTY nor the COUNTY's failure to issue such notice shall relieve the CONTRACTOR of its obligation to achieve the quality of the Work and rate of progress required by the Agreement.

ARTICLE 6 TIME OF PERFORMANCE

6.1 TIME IS OF THE ESSENCE FOR EACH WORK ORDER ISSUED UNDER THIS AGREEMENT.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

- 1. All general construction completed and the project components shall be clean, and all systems fully functional.
- 2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.
- 3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- 4. All painting shall be completed; all signs installed.
- 5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.
7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.
8. All operations and maintenance manuals for all equipment shall have been submitted.
9. Manufacturers certifications and warranties shall be delivered to COUNTY.
10. All operations and maintenance training related literature, software and back-up disks have been provided.
11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.
12. All air and water balancing reports shall have been submitted.
13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Engineer do not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punch list procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated

upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.

2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.
3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punch list.
4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punch list to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.
5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punch list to be 100% complete.
6. CONTRACTOR agrees to complete the Final Punch list items within forty-five (45) days of the date of its issuance by COUNTY.
7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punch list shall be considered a warranty item until such time as (a) the Final Punch list is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punch list item for an additional period of fifteen (15) days.
8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.
9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punch list item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punch list completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla. Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective

releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punch list, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7

LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Upon failure of the CONTRACTOR to Substantially Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Substantial Completion.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY, and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8

CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;
2. Dates of commencement and cessation of the delay or change in the Work;
3. Activities on the current progress schedule affected by the delay or change in the Work;
4. Identification and demonstration that the delay or change in Work affects the critical path;
5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and
7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR has notified the COUNTY in writing within seven (7) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing, or passive interference by the COUNTY, or its agents, and waives damages that it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein, being the CONTRACTOR's sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by the COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided the CONTRACTOR has otherwise satisfied the requirements of this Agreement, the CONTRACTOR shall be entitled to an increase in the Contract Price based upon approved general condition, insurance, and bond premium costs resulting from delays for which the COUNTY has approved by Change Order or Construction Change Directive, provided, however, the COUNTY shall not be required to pay such additional amounts for any days following the date on which the CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

8.4 The time during which the CONTRACTOR is delayed in the performance of the Work by the acts or omissions of the COUNTY, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the CONTRACTOR's control and which the CONTRACTOR could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the CONTRACTOR for an extension of time for such delays be considered unless made in accordance with Paragraph 8.1.

8.5 The COUNTY shall not be obligated or liable to the CONTRACTOR for and the CONTRACTOR hereby expressly waives any claims against any damages, costs, or expenses of any nature whatsoever which the CONTRACTOR, its subcontractors or sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the COUNTY, or any of the events referred to in Paragraph 8.4 above, it being understood and agreed that the CONTRACTOR's sole and exclusive remedy in such event shall be an extension of Contract Time, but only if claim is properly made in accordance with Paragraph 8.1.

8.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled critical path of construction. Based on 30-Year, National Weather Service historical rainfall averages for Martin County, the

CONTRACTOR shall anticipate the amount of rainfall days affecting the schedule as normal conditions outlined in the following months below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
2	2	3	2	3	5	5	6	6	5	3	2

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error, or discrepancy that the CONTRACTOR or any of its subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from the COUNTY before proceeding with any Work affected. The CONTRACTOR shall remain liable to the COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by the CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (A) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (B) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Agreement. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly. The CONTRACTOR's failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

9.3 Physical Conditions (Including Underground Facilities). The CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by the COUNTY or others, as shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. The COUNTY shall not be responsible for accuracy or completeness of data, plans, and specifications and the CONTRACTOR shall have full responsibility for checking all information and data. If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, the COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension, or acceleration costs, however caused, except that if the COUNTY and the CONTRACTOR agree that the delays require a change in Contract Time, the COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance, and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others as shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

9.4 Special Requirements for Underground Facilities. The CONTRACTOR shall have full responsibility for the following list. Except as otherwise provided, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

- A. Field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation;
- B. Notifying the COUNTY of any newly discovered Underground Facility and promptly notifying that the COUNTY of that discovery;
- C. Shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered;
- D. Coordination, scheduling and sequencing the Work with the COUNTY's of all Underground Facilities shown, indicated or discovered;
- E. Repairing any damage to the satisfaction of the COUNTY, to the extent that the damage was due to the CONTRACTOR's failure to adhere to the requirements, or to the fault or negligence of the CONTRACTOR; and
- F. The safety and protection of any affected the Work, and for repairing any damage done to the work.

9.5 If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if the COUNTY and the CONTRACTOR agree that the delays require a change in Contract Time, the COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

9.6 Unless it prejudices the Work already excavated and uncovered, the CONTRACTOR shall schedule layout, excavation and uncovering of the Work or Underground Facilities a sufficient time in advance to allow the COUNTY'S design professional's review, and the possible amending or supplementing of the Contract Documents.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or

amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY, its BOARD OF COUNTY COMMISSIONERS, and its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs Work that does not conform to Work Order requirements;
5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;
6. abandons or refuses to proceed with any or all Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
2. accept assignment of subcontracts pursuant to this Agreement; and
3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs,

including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, Fla. Stat., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Section 287.135(8), Fla. Stat., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

ARTICLE 12 SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions, or revisions in the Work by requesting a proposal from the CONTRACTOR detailing the proposed additions, deletions, or revisions to the Work. The proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates, and mark-ups. The CONTRACTOR shall complete and return the proposal to the COUNTY within 10 (ten) days from receipt thereof. The proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The proposal may then be: (A) issued as a Change Order in accordance with the provisions of the Contract Documents; (B) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or (C) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work involving minimal cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the change in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

13.8 The value of any Work covered by a Field Order, Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, the COUNTY reserves the right to request any and all documentation from the CONTRACTOR in support of its foregoing Actual Costs, and the CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual Costs as defined in Section 1.

13.10 For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional fifteen (15) days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15

COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in

strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 **Correction of Defective Work.** Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 **Payment and Performance Bonds.** The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Agreement over \$200,000 (two hundred thousand dollars), covering the faithful performance of this Agreement and all the CONTRACTOR's faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR's expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its authorization to do business in the State of Florida is terminated, it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, the CONTRACTOR shall within 5 (five) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to the COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e), Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b) , Florida Statutes, and applicable case law.

18.2 Insurance

- A. **Certificate of Insurance.** One certified true copy of the policy or policies must be furnished by the CONTRACTOR to the COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must state Martin County and its Board of County Commissioners as an Additional Insured on all policies except the Workers Compensation. The statement "Additional Insured" is to be listed in the Description

Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations under the General Liability policy.

- B. General Insurance Requirements. The CONTRACTOR and, where designated, each of its subcontractors and sub-subcontractors shall obtain and maintain during the full duration of the Work required under this Agreement, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

(i) All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY. All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.

(ii) The policy(s) shall provide for 30 (thirty) days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

(iii) The policy(s) shall be written for the Contract Times, commencing with the initial demolition, Site Work and/or Site preparation, and ending at the Final Completion and shall contain an endorsement providing for extension of the policy(s) for up to 2 (two) years. The Products and Completed Operations portions of the General Liability shall extend for a period of 10 (ten) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.

(iv) All liability policies required herein shall be written on an occurrence basis

(v) The policies shall name the COUNTY, its commissioners and staff as additional insured (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

(vi) All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of COUNTY's Board of County Commissioners, Constitutional Officers, or staff.

(vii) It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

- C. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

- D. Specific Insurance Limits

- (i) Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes, and Employers Liability of limits no less than:

\$ 500,000	each accident
\$ 500,000	disease - policy limit
\$ 500,000	each employee

Should the scope of work performed by the CONTRACTOR qualify its employees for benefits under Federal the Worker's Compensation Statute (i.e. Longshoreman & Harbor the Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

- (ii) Commercial General Liability, with limits of not less than:

\$ 1,000,000	each occurrence
\$ 1,000,000	personal/advertising injury
\$ 2,000,000	products/completed operations (per project aggregate)
\$ 2,000,000	general aggregate (per project aggregate)
\$ 100,000	fire damage legal (any 1 fire)
\$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the Agreement. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

- (iii) Automobile Liability - \$1,000,000 (one million dollars) Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

- (iv) Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000 (one million dollars).

- (v) Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a modification to the Agreement. However, if hazardous materials are identified while carrying out this Agreement, no further the Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

- E. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, 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 the 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.

ARTICLE 19

PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, and shall be in compliance with all governing laws, regulations, and applicable codes. The CONTRACTOR warrants all Work against defects for a period of 1 (one) year (unless longer guarantees or warranties are provided for elsewhere in the Agreement or at law, in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by the CONTRACTOR or any of its subcontractors.

19.2 If defects are identified during the warranty period, the CONTRACTOR shall repair or replace the defect and cure such defect within 48 (forty-eight) hours of receipt of written notice. The CONTRACTOR warrants such repaired or replaced Work for a period of 1 (one) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the CONTRACTOR fail to timely cure such defects, the COUNTY may proceed to perform the work at the CONTRACTOR's expense and may back charge the CONTRACTOR for all costs associated with the work.

19.3 The CONTRACTOR agrees to require that all of its subcontractors, suppliers, and materialmen provide warranties in their agreements at least sufficient to satisfy the CONTRACTOR's obligations in this Agreement and the CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of Final Payment. The CONTRACTOR agrees to defend and indemnify the COUNTY against all fees and costs should the CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2 (two) year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction of the Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents and any and all amendments thereto, in good order and marked, to record changes to the Contract Documents as approved during the construction of the Project. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples, and similar required submittals. These shall be provided to the COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

- A. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the CONTRACTOR proposes to conform the construction to the Contract Documents.
- B. The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples, and similar submittals. The COUNTY shall review Shop Drawings, Product Data, Samples, and similar submittals for compliance with the Design Documents and shall provide comments, if any, within 15 (fifteen) days of receiving such documents.
- C. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the COUNTY's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the CONTRACTOR has specifically informed the COUNTY of such deviation at the time of the submittal and the COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals to the COUNTY for approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and users who may be affected thereby.

21.2 All the Work, whether performed by the CONTRACTOR, its subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation,

to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22

PROTECTION OF WORK AND PROPERTY

22.1 The CONTRACTOR: (A) shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause; (B) shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Agreement; and (C) shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The COUNTY, its insurance carriers or representatives, may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control, and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Agreement.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the

COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Existing manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR, unless called for in the Contract Documents. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23 TESTS AND INSPECTIONS

23.1 If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the COUNTY, it must be uncovered for observation if requested by the COUNTY. Such uncovering shall be at the CONTRACTOR's expense.

23.2 The CONTRACTOR shall be liable for any additional testing or inspections necessitated by defective work performed or materials supplied by the CONTRACTOR or by any of its subcontractors or vendors of any tier.

ARTICLE 24 UTILITY COORDINATION

24.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

24.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

24.3 FPL calls attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this Project. The CONTRACTOR must visually survey the area and take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment, or object closer to FPL's power lines than the OSHA-prescribed limits. If the CONTRACTOR identifies such, it shall re-design the Project to allow for safe construction given the pre-existing power line location, or make arrangements with FPL to, either deenergize and ground its facilities, or relocate them. The CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for the CONTRACTOR and/or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, the CONTRACTOR or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of the Work.

ARTICLE 25 HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 26 AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives, shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR's financial books and records concerning this the Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto, which are found on the basis of audit examination, to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the latter of the completion of the audit and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the Final Payment.

ARTICLE 27 PUBLIC RECORDS

27.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

27.1.1 Keep and maintain public records required by the County to perform the Agreement.

27.1.2. Upon request from the County's custodian of public records, provide the County 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, Fla. Stat. or as otherwise provided by law.

27.1.3. 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 the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

27.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 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 AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

27.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 28 ASSIGNMENT

28.1 The COUNTY and the CONTRACTOR each binds itself, its officers, directors, qualifying agents, partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Agreement.

28.2 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right,

title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and sureties.

28.3 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 29 ATTORNEY'S FEES AND COSTS

29.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs, and all expenses, including but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

29.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

ARTICLE 30 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

- (a) Certified United States Mail, postage prepaid, return receipt requested; or
- (b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or
- (c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or
- (d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Martin County Purchasing Division
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney

Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, Florida 34997

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

**ARTICLE 31
RESOLUTION OF CLAIMS AND DISPUTES**

31.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 (fifteen) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

31.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

31.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price in the amount of ten percent (10%) or more of the Contract Price, an increase in the Contract Time for substantial or final completion by more than thirty (30) days, or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a “certified claim,” that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

- (i) The claim is made in good faith;
- (ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- (iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and
- (iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

31.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

- (i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;
- (ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;
- (iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys’ fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and
- (iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

31.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 32 MISCELLANEOUS

32.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment

of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

32.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

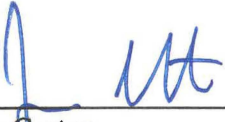
32.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

32.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

32.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY



James Gorton
Public Works Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Don G. Donaldson, P.E.
Deputy County Administrator

SUNSHINE LAND DESIGN, INC.



Margaret Fenton
Vice President

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

A continuing services contract to provide all labor, materials, equipment and services necessary for countywide miscellaneous roadway construction/maintenance projects, miscellaneous drainage construction/maintenance projects, stormwater management facility construction & maintenance activities, trailhead area construction projects, parks facility site construction, and other miscellaneous construction projects as needed.

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

It is the County's intent to award five (5) or more contracts. Proposals shall be requested on a project-by-project basis, based on lowest unit prices and Contractor availability and a Purchase Order sent to the Contractor before any work begins. Items incidental to the project but not included in the attached bid schedule shall be allowed under this contract.

Work Orders \$200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be required for all Work Orders \$200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

CONTRACT

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional 1-year terms, at the County's sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

The maximum total value of this contract shall not exceed \$30,000,000 to all vendors over a maximum five (5) year period.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

BID FORM NOTES

1. Pay items: pay items to include any costs for administrative, supervision, mobilization, maintenance of traffic, debris removal, pollution, control/abatement and other incidentals necessary for complete installation of each item. Asphalt prices to be FDOT approved design mix, plant mix, in place. These prices are for various projects located within Martin County having normal accessibility.
2. Exfiltration Trench / French Drain pay items are per Standard Plans for Road Construction Index No. 443-001 and shall include all excavation, filter fabric, #4 stone, and pipe.

3. Standard Specifications: unless otherwise specifically noted for a pay item, the governing specifications for this agreement are the latest edition of the FDOT's Standard Plans for Road and Bridge Construction (latest edition).
4. Survey monuments: Permanent county reference points or any other survey monuments public or private damaged during prosecution of the work shall be re-established by a licensed Florida professional land surveyor at Contractor's expense prior to final payment to the Contractor.
5. Pipe joints: all pipe joints shall be wrapped in filter fabric for a minimum of twenty-four (24") inches from the band or joint or bell/spigot as applicable. All pipe joints are to be inspected by County authorized inspectors prior to backfill.
6. Structures: Catch Basins / Manholes – all collars and added sections shall have peel & stick covering joints (overlapping 1' on each side).
7. Maintenance of Traffic: Contractor shall comply with all municipal, county, state and federal laws and regulations in the use of streets and highways for protection of work and public safety. Maintenance of Traffic shall be in accordance with the most restrictive guidelines of the FDOT Standard Plans Index (102-600 thru 102-670), formerly known as the FDOT Design Standards Index (600 series), and the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition). Contractor shall supply a Maintenance of Traffic plan via submittal prior to commencement of work activity as required in section 7.2 or as requested by the Engineer.
8. Material certifications: submittals/Shop Drawings for all proposed materials shall be submitted and approved by the County prior to installation.
9. Payment: verifying contract compliance and release of liens from sub-contractors and material suppliers must be submitted prior to or with the pay request.

PROPOSED PROJECTS:

The following is a list of proposed roadway, drainage, and park capital improvement projects in the next five (5) fiscal years. They are not necessarily in order of work assignment. The actual neighborhood restoration projects contained in this list will be determined by the availability of funds.

Other assignments with a value of less than \$300,000 not listed below may also be conducted under this contract.

Neighborhood Restoration project scope includes, but is not limited to, the replacement of drainage structures, regrading of drainage swales, installation of sewer force main, pavement milling and resurfacing, signage, and replacement of sidewalk and other ancillary items within the neighborhood.

PROJECT NAME	ESTIMATED COST
Beau Rivage Neighborhood Improvements	\$1,600,000
Coral Gardens Neighborhood Restoration	\$1,449,000
Dixie Park Neighborhood Restoration	\$1,184,000
Hobe Hills Neighborhood Restoration	\$1,630,000
Jensen Beach Neighborhood Restoration (Phase II)	\$1,896,000
Leilani Heights Neighborhood Restoration	\$1,492,000
New Monrovia/Cove Ridge Neighborhood Restoration	\$1,523,000
Old Palm City North Neighborhood Restoration	\$1,489,000
Golden Gate Neighborhood Restoration – Phase III Improvements	\$500,000
Savannah Road Sidewalks & Intersection Modifications	\$950,000
Shell Avenue Realignment	\$700,000
South Fork Neighborhood Restoration	\$1,710,000
SPS/Manatee Business Park Restoration	\$1,454,000
Tropic Vista Neighborhood Restoration	\$1,502,000
Zeus Park Neighborhood Restoration	\$1,794,000
Port Salerno Peninsula Neighborhood Improvements	\$1,189,000
SW Cargo Way Extension	\$700,000
Citrus Grove Park Field Expansion	\$1,200,000
Charlie Leighton Park Renovation	\$1,500,000
Citrus Grove Park Field Expansion	\$1,200,000
Pineapple Park Master Plan Improvements	\$600,000
Timer Powers Park Master Plan Improvements	\$600,000
Justin Wilson Master Plan Improvements	\$600,000
IRSP Mansion/Sailing Center Parking Lot	\$650,000
Langford Park Improvements & Sewer Connection	\$600,000
Indian Riverside Park North Parking Lot Expansion	\$1,100,000

EXHIBIT B

SAMPLE WORK ORDER



RFB#

INFRASTRUCTURE CONSTRUCTION & MAINTENANCE

WORK ORDER NO. _____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of \$_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____ calendar days

Final Completion Time: _____ calendar days

Liquidated Damages: \$_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

(Name)
(Title)

Department Director Name
Title

Work orders \$200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT C

RFB2021-3313 INFRASTRUCTURE CONSTRUCTION & MAINTENANCE (ADDENDUM #4)

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
MATERIALS (FURNISH & INSTALL)					
1	12" x 18" Elliptical RCP	1,000	LF	\$55.00	\$ 55,000.00
2	14" x 23" Elliptical RCP	500	LF	\$61.00	\$ 30,500.00
3	19" x 30" Elliptical RCP	200	LF	\$80.00	\$ 16,000.00
4	24" x 38" Elliptical RCP	200	LF	\$95.00	\$ 19,000.00
5	29" x 45" Elliptical RCP	100	LF	\$120.00	\$ 12,000.00
6	34" x 53" Elliptical RCP	100	LF	\$155.00	\$ 15,500.00
7	38" x 60" Elliptical RCP	100	LF	\$190.00	\$ 19,000.00
8	Mitered End Section (12" x 18" Elliptical RCP)	20	EA	\$1,000.00	\$ 20,000.00
9	Mitered End Section (14" x 23" Elliptical RCP)	16	EA	\$1,500.00	\$ 24,000.00
10	Mitered End Section (19" x 30" Elliptical RCP)	6	EA	\$2,000.00	\$ 12,000.00
11	Mitered End Section (24" x 38" Elliptical RCP)	6	EA	\$2,200.00	\$ 13,200.00
12	Mitered End Section (29" x 45" Elliptical RCP)	6	EA	\$2,800.00	\$ 16,800.00
13	Mitered End Section (34" x 53" Elliptical RCP)	2	EA	\$3,500.00	\$ 7,000.00
14	Mitered End Section (38" x 60" Elliptical RCP)	2	EA	\$4,700.00	\$ 9,400.00
15	15" RCP	1,000	LF	\$42.00	\$ 42,000.00
16	18" RCP	1,000	LF	\$45.00	\$ 45,000.00
17	24" RCP	1,000	LF	\$55.00	\$ 55,000.00
18	30" RCP	100	LF	\$85.00	\$ 8,500.00
19	36" RCP	200	LF	\$100.00	\$ 20,000.00
20	48" RCP	200	LF	\$135.00	\$ 27,000.00
21	54" RCP	100	LF	\$210.00	\$ 21,000.00
22	60" RCP	100	LF	\$260.00	\$ 26,000.00
23	66" RCP	100	LF	\$300.00	\$ 30,000.00
24	72" RCP	100	LF	\$360.00	\$ 36,000.00
25	78" RCP	100	LF	\$425.00	\$ 42,500.00
26	84" RCP	100	LF	\$550.00	\$ 55,000.00
27	Mitered End Section (15" RCP)	30	EA	\$750.00	\$ 22,500.00
28	Mitered End Section (18" RCP)	30	EA	\$800.00	\$ 24,000.00
29	Mitered End Section (24" RCP)	30	EA	\$980.00	\$ 29,400.00
30	Mitered End Section (30" RCP)	8	EA	\$1,600.00	\$ 12,800.00
31	Mitered End Section (36" RCP)	10	EA	\$1,800.00	\$ 18,000.00
32	Mitered End Section (48" RCP)	10	EA	\$2,200.00	\$ 22,000.00
33	Mitered End Section (54" RCP)	2	EA	\$4,000.00	\$ 8,000.00
34	Mitered End Section (60" RCP)	2	EA	\$4,500.00	\$ 9,000.00
35	Mitered End Section (66" RCP)	2	EA	\$4,800.00	\$ 9,600.00
36	Mitered End Section (72" RCP)	2	EA	\$5,200.00	\$ 10,400.00
37	Mitered End Section (78" RCP)	2	EA	\$7,000.00	\$ 14,000.00
38	Mitered End Section (84" RCP)	2	EA	\$7,400.00	\$ 14,800.00
39	Corrugated Aluminum Pipe (CAP), 15"	200	LF	\$40.00	\$ 8,000.00
40	Corrugated Aluminum Pipe (CAP), 18"	200	LF	\$45.00	\$ 9,000.00
41	Corrugated Aluminum Pipe (CAP), 24"	200	LF	\$56.00	\$ 11,200.00
42	Corrugated Aluminum Pipe (CAP), 30"	200	LF	\$85.00	\$ 17,000.00
43	Corrugated Aluminum Pipe (CAP), 36"	200	LF	\$103.00	\$ 20,600.00
44	Mitered End Section (15" CAP)	6	EA	\$900.00	\$ 5,400.00
45	Mitered End Section (18" CAP)	6	EA	\$950.00	\$ 5,700.00
46	Mitered End Section (24" CAP)	6	EA	\$1,000.00	\$ 6,000.00
47	Mitered End Section (30" CAP)	6	EA	\$1,200.00	\$ 7,200.00
48	Mitered End Section (36" CAP)	6	EA	\$1,600.00	\$ 9,600.00
49	15" HDPE, Perforated Pipe	50	LF	\$48.00	\$ 2,400.00
50	15" HDPE	200	LF	\$44.00	\$ 8,800.00
51	18" HDPE	200	LF	\$48.00	\$ 9,600.00
52	24" HDPE	100	LF	\$55.00	\$ 5,500.00
53	CAP Ultra Flo liner for 15" pipe	500	LF	\$60.00	\$ 30,000.00
54	CAP Ultra Flo liner for 18" pipe	500	LF	\$65.00	\$ 32,500.00
55	CAP Ultra Flo liner for 24" pipe	500	LF	\$85.00	\$ 42,500.00
56	CAP Ultra Flo liner for 30" pipe	100	LF	\$100.00	\$ 10,000.00
57	CAP Ultra Flo liner for 36" pipe	200	LF	\$105.00	\$ 21,000.00
58	CAP Ultra Flo liner for 42" pipe	200	LF	\$160.00	\$ 32,000.00
59	CAP Ultra Flo liner for 48" pipe	100	LF	\$170.00	\$ 17,000.00
60	CAP Ultra Flo liner for 54" pipe	100	LF	\$175.00	\$ 17,500.00
61	CAP Ultra Flo liner for 60" pipe	50	LF	\$195.00	\$ 9,750.00

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(ADDENDUM #4)

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
62	CAP Ultra Flo liner for 66" pipe	50	LF	\$230.00	\$ 11,500.00
63	CAP Ultra Flo liner for 72" pipe	100	LF	\$280.00	\$ 28,000.00
64	CAP Ultra Flo liner for 78" pipe	50	LF	\$380.00	\$ 19,000.00
65	CAP Ultra Flo liner for 84" pipe	50	LF	\$400.00	\$ 20,000.00
66	Grout (pumped to fill void between liner and pipe)	250	CY	\$320.00	\$ 80,000.00
67	Cure in place liner for 15" pipe	500	LF	\$118.00	\$ 59,000.00
68	Cure in place liner for 18" pipe	500	LF	\$141.00	\$ 70,500.00
69	Cure in place liner for 24" pipe	500	LF	\$150.00	\$ 75,000.00
70	Cure in place liner for 30" pipe	100	LF	\$200.00	\$ 20,000.00
71	Cure in place liner for 36" pipe	200	LF	\$250.00	\$ 50,000.00
72	Cure in place liner for 42" pipe	200	LF	\$288.00	\$ 57,600.00
73	Cure in place liner for 48" pipe	100	LF	\$340.00	\$ 34,000.00
74	Cure in place liner for 54" pipe	100	LF	\$430.00	\$ 43,000.00
75	Cure in place liner for 60" pipe	50	LF	\$512.00	\$ 25,600.00
76	Cure in place liner for 66" pipe	50	LF	\$600.00	\$ 30,000.00
77	Cure in place liner for 72" pipe	100	LF	\$650.00	\$ 65,000.00
78	Cure in place liner for 78" pipe	50	LF	\$750.00	\$ 37,500.00
79	Cure in place liner for 84" pipe	50	LF	\$800.00	\$ 40,000.00
80	Manholes, P-7, <10'	2	EA	\$4,000.00	\$ 8,000.00
81	Yard Drain Inlet, 12" Inline Drain ADS 2712AG or Equal With 24" x 24" x 4" Concrete Collar	10	EA	\$1,100.00	\$ 11,000.00
82	Manhole Adjustment +/- 1.5', FDOT Standard Plans Index No. 425-001, Brick or Concrete	10	EA	\$1,200.00	\$ 12,000.00
83	Manhole Adjustment w/ Rings	10	EA	\$500.00	\$ 5,000.00
84	Utility Valve Adjustment w/ Rings	10	EA	\$450.00	\$ 4,500.00
85	Utility Valve Adjustment; Excavate & Raise w/ 12x12 Concrete Pad	10	EA	\$750.00	\$ 7,500.00
86	Connect Pipe to Existing Inlet - Inlet Connection Modification	25	EA	\$500.00	\$ 12,500.00
87	Structure Bottom Type P (4' Dia. x 6' Avg. Depth)	4	EA	\$2,000.00	\$ 8,000.00
88	Curb Inlet (Type 1 or 3)	2	EA	\$8,200.00	\$ 16,400.00
89	Curb Inlet (Type 2 or 4)	2	EA	\$8,500.00	\$ 17,000.00
90	Type C Inlet, Average 5'-0" Depth	15	EA	\$3,000.00	\$ 45,000.00
91	Type E Inlet, Average 5'-0" Depth	15	EA	\$1,610.00	\$ 24,150.00
92	Type H Inlet, < 10', 2 & 3 Grate	15	EA	\$12,000.00	\$ 180,000.00
93	Type G Inlet, < 10'	15	EA	\$11,800.00	\$ 177,000.00
94	6' x 6' Manhole, < 10'	15	EA	\$8,800.00	\$ 132,000.00
95	8' x 8' Manhole, < 10'	15	EA	\$12,000.00	\$ 180,000.00
96	Exfiltration Trench, 15", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$130.00	\$ 26,000.00
97	Exfiltration Trench, 18", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$140.00	\$ 28,000.00
98	Exfiltration Trench, 24", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$150.00	\$ 30,000.00
99	#4 Stone	500	TON	\$30.00	\$ 15,000.00
100	#57 Stone	500	TON	\$30.00	\$ 15,000.00
101	Geotextile Fabric	1,500	SY	\$3.00	\$ 4,500.00
102	Staked Silt Fence, Type III	1,500	LF	\$3.00	\$ 4,500.00
103	Baled Hay or Straw	50	EA	\$5.00	\$ 250.00
104	Floating Turbidity Barrier	500	LF	\$10.00	\$ 5,000.00
105	6-12" Riprap Rubble (Up to 100 Tons)	100	TON	\$100.00	\$ 10,000.00
106	6-12" Riprap Rubble (101 to 200 Tons)	200	TON	\$98.00	\$ 19,600.00
107	12-24" Riprap Rubble (Up to 100 Tons)	100	TON	\$105.00	\$ 10,500.00
108	12-24" Riprap Rubble (101 to 200 Tons)	200	TON	\$100.00	\$ 20,000.00
109	12-24" Riprap Rubble (Greater Than 200 Tons)	400	TON	\$98.00	\$ 39,200.00
110	Roadway Open Cut (Per MC Standard Details R-31A & R-31B)	25	EA	\$7,500.00	\$ 187,500.00
111	Roadway Open Cut (Per MC Standard Details R-31A & R-31B); Without 50' Asphalt Overlay	25	EA	\$6,500.00	\$ 162,500.00
112	Asphalt Milling (No Pony Miller)	500	SY	\$5.00	\$ 2,500.00
113	Asphalt Milling	10	DAY	\$7,000.00	\$ 70,000.00
114	Wellpoint Dewatering	500	LF	\$80.00	\$ 40,000.00
115	6" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$1,800.00	\$ 54,000.00
116	8" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$2,200.00	\$ 66,000.00
117	12" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$2,800.00	\$ 84,000.00

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INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
(ADDENDUM #4)

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
118	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) ≥ 5 Acres Assignments	5	AC	\$15,000.00	\$ 75,000.00
119	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) < 5 Acres Assignments	20	AC	\$20,000.00	\$ 400,000.00
120	Remove & Dispose Of Existing Cross-Drain (24" Diameter Typ.)	500	LF	\$60.00	\$ 30,000.00
121	Remove & Dispose Of Existing Concrete (Headwalls, Structures, Sidewalks, Driveways, End Sections, etc.)	250	TON	\$65.00	\$ 16,250.00
122	Roadway Shoulder / Swale Grading	20,000	SY	\$2.50	\$ 50,000.00
123	Concrete End Walls (Typ. Per FDOT Standard Plans Index 430-030)	100	CY	\$980.00	\$ 98,000.00
124	Embankment / Clean Fill (F&I), Compacted In Place	1,000	CY	\$18.00	\$ 18,000.00
125	Regular Excavation (includes removal & disposal)	1,000	CY	\$18.00	\$ 18,000.00
126	Bahia Sod (F&I)	5,000	SY	\$4.00	\$ 20,000.00
127	Floritam Sod (F&I)	4,000	SY	\$5.00	\$ 20,000.00
128	Hydroseed w/FDOT mix (1 acre minimum)	25	AC	\$1,900.00	\$ 47,500.00
129	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	200	HR	\$50.00	\$ 10,000.00
130	Roadway Subgrade (LBR 40)	1,250	SY	\$16.00	\$ 20,000.00
131	Roadway Base (FDOT Optional Base Group 6)	2,000	SY	\$24.00	\$ 48,000.00
132	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, (1- 1/2" Average Thickness), 550 Tons and over	550	TON	\$120.00	\$ 66,000.00
133	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 151 to 500 Ton Assignments	250	TON	\$130.00	\$ 32,500.00
134	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 51 to 150 Ton Assignments	150	TON	\$153.00	\$ 22,950.00
135	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 10 to 50 Ton Assignments	400	TON	\$205.00	\$ 82,000.00
136	Standard Mailbox and/or Standard Traffic Control Sign (Simile Post) Removal & Replacement)	50	EA	\$60.00	\$ 3,000.00
137	Flowable fill excavatable /non excavatable - < 5yds	5	YD	\$300.00	\$ 1,500.00
138	Concrete Driveway, Fiber Reinforcement, 6" Thick	1,000	SY	\$48.00	\$ 48,000.00
139	Concrete Sidewalk with Fiber, 4" Thick	2,000	SY	\$42.00	\$ 84,000.00
140	Public Sidewalk Curb Ramps per FDOT Std Plans Index 522-002 with ADA Compliant Detectable Surface (NO Surface Mounted)	1,000	SF	\$15.00	\$ 15,000.00
141	Miscellaneous Concrete (Headwalls, Weirs, Retaining Walls) , FDOT Class II Concrete	1,000	CY	\$250.00	\$ 250,000.00
142	Installation of 6" Pervious Concrete	500	SY	\$62.00	\$ 31,000.00
143	Installation of FDOT Type "A" Curb, By Hand	500	LF	\$21.00	\$ 10,500.00
144	Installation of FDOT Type "A" Curb, By Machine	500	LF	\$16.00	\$ 8,000.00
145	Installation of FDOT Type "B" Curb, By Hand	500	LF	\$22.00	\$ 11,000.00
146	Installation of FDOT Type "B" Curb, By Machine	500	LF	\$16.00	\$ 8,000.00
147	Installation of FDOT Type "D" Curb, By Hand	500	LF	\$23.00	\$ 11,500.00
148	Installation of FDOT Type "D" Curb, By Machine	500	LF	\$17.00	\$ 8,500.00
149	Installation of FDOT Type "E" Curb, By Hand	500	LF	\$23.00	\$ 11,500.00
150	Installation of FDOT Type "E" Curb, By Machine	500	LF	\$17.00	\$ 8,500.00
151	Installation of FDOT TvPe "F" Curb, By Hand	500	LF	\$24.00	\$ 12,000.00
152	Installation of FDOT Type "F" Curb, By Machine	500	LF	\$18.00	\$ 9,000.00
153	Installation of FDOT Valley Gutter, By Hand	500	LF	\$24.00	\$ 12,000.00
154	Installation of FDOT Valley Gutter, By Machine	500	LF	\$18.00	\$ 9,000.00
155	Installation of FDOT Shoulder Gutter, By Hand	500	LF	\$26.00	\$ 13,000.00
156	Installation of FDOT Shoulder Gutter, By Machine	500	LF	\$18.00	\$ 9,000.00
157	Shell Rock Parking (4" Coquina Rock Base, 4" Shell)	2,500	SY	\$17.00	\$ 42,500.00
158	Paver Bricks (Per Detail)	500	SY	\$54.00	\$ 27,000.00
159	Beach Sand - Delivery (Per Specification)	500	TON	\$25.00	\$ 12,500.00
160	Post & Rail Fence (Per MC Standard Detail P-60)	350	LF	\$20.00	\$ 7,000.00
161	Metal Rolling Cattle Guards (12' x 16')	3	EA	\$6,000.00	\$ 18,000.00
162	16' Metal Gate (Per MC Standard Detail P-61)	4	EA	\$4,500.00	\$ 18,000.00
163	6' Metal Gate, Single Arm (Per Martin County Standard Detail P-61)	4	EA	\$1,500.00	\$ 6,000.00
164	Damaged Guardrail Removal, Remove & Dispose Damaged Panels and Posts	25	LF	\$15.00	\$ 375.00
165	Guardrail, Standard W-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$35.00	\$ 875.00
166	Guardrail, Standard W-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$35.00	\$ 875.00
167	Guardrail, Standard Thrie-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$100.00	\$ 2,500.00

**RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
(ADDENDUM #4)**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
168	Guardrail, Standard Thrie-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$100.00	\$ 2,500.00
169	Guardrail, Flared End Anchorage Assembly, Per FDOT Standard Plans Index No. 536-001	2	EA	\$4,500.00	\$ 9,000.00
170	Pipe Handrail - Guiderail, Aluminum, Per FDOT Standard Plans Index No. 515-070	500	LF	\$60.00	\$ 30,000.00
171	Handrail- Aluminum Pedestrian /Bicycle Picket Railing, Per FDOT Standard Plans Index No. 515-062	500	LF	\$88.00	\$ 44,000.00
172	FDOT Type A Fence, Per FDOT Standard Plans Index No. 550-001	1,000	LF	\$15.00	\$ 15,000.00
173	Directional Bore, 12" to < 18"	300	LF	\$75.00	\$ 22,500.00
174	Televise Pipe (includes camera truck and video)	1,000	LF	\$1.50	\$ 1,500.00
175	4" Force Main Directional Drill	300	LF	\$33.00	\$ 9,900.00
176	4" Force Main Open Cut	1,000	LF	\$35.00	\$ 35,000.00
177	3" Force Main Directional Drill	300	LF	\$30.00	\$ 9,000.00
178	3" Force Main Open Cut	1,000	LF	\$35.00	\$ 35,000.00
179	2" Force Main Directional Drill	500	LF	\$25.00	\$ 12,500.00
180	2" Force Main Open Cut	500	LF	\$30.00	\$ 15,000.00
181	Grinder Pump Service Connection, Long	20	EA	\$2,570.00	\$ 51,400.00
182	Grinder Pump Service Connection, Short	20	EA	\$1,800.00	\$ 36,000.00
EQUIPMENT & LABOR					
183	2-Man Survey Crew	100	HR	\$110.00	\$ 11,000.00
184	As-Builts / Record Drawings (Man hours for Field & CAD Work)	50	HR	\$110.00	\$ 5,500.00
185	Rubber Tire Backhoe (5/8 CY or Larger) With Operator	200	HR	\$60.00	\$ 12,000.00
186	Dump Truck (16 CY or Larger) With Operator	200	HR	\$75.00	\$ 15,000.00
187	Front End Loader (2-1/2 CY or Larger) With Operator	200	HR	\$60.00	\$ 12,000.00
188	Vibratory Roller, Single Drum, 5 Ton or Larger, 54" Minimum Width, With Operator	200	HR	\$60.00	\$ 12,000.00
189	Vactor Truck with operator	200	HR	\$180.00	\$ 36,000.00
190	Camera truck w/operator	200	HR	\$125.00	\$ 25,000.00
TOTAL BID					\$ 5,950,575.00

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

SUNSHINE LAND DESIGN, INC
Company Name

MARGARET FENTON
Name of Authorized Representative (Print)

3291 SE LIONEL TERRACE
Street Address

VICE PRESIDENT
Title

STUART FL 34997
City, State, Zip

MFENTON@SUNSHINELANDDESIGN.COM
E-mail Address

772-283-2648
Telephone


Authorized Signature

AGREEMENT

THIS AGREEMENT made this 15th day of May, 2024, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and **Sunshine Land Design, Inc.**, a Florida corporation, hereinafter “Contractor” with its principal address at **3291 SE Lionel Terrace, Stuart, FL 34997**.

WITNESSETH:

WHEREAS, Martin County, Florida (“MCF”) accepted Contractor’s bid for Infrastructure Construction and Maintenance, pursuant to RFB#2021-3313 (“Infrastructure Construction and Maintenance”), by Agreement with an effective date of May 25, 2021, pursuant to a competitive public bidding process by MCF (the “MCF Bid”); and

WHEREAS, the MCF Bid package included formal contract documents binding upon the successful bidder, the “MCF Contract Documents”; and

WHEREAS, the Owner desires to obtain Infrastructure Construction and Maintenance services; and

WHEREAS, as the Infrastructure Construction and Maintenance services involved in the MCF Contract Documents with Contractor are substantially the same as the Infrastructure Construction and Maintenance services desired by Owner, Owner elects to utilize the competitively bid contract process administered by MCF in the MCF Bid, and Owner and Contractor wish to adopt the MCF Contract Documents, with certain minor modifications as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement.

II. AMENDMENTS

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the MCF Agreement refer to “Agreement” or “Contract”, it shall refer to the MCF Agreement as modified by this

Agreement. Where the provisions of the MCF Contract Documents refer to the MCF “Purchasing Department”, it shall refer to the Town Director of Engineering and Public Works.

2. Term. The term of this Agreement is three (3) years with two, optional one-year renewals. The Agreement may be renewed for such additional terms as provided in the MCF Contract Documents, upon mutual agreement of both parties.

3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable during the term of this Agreement.

4. Project Purchase Orders.

A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written “Work Assignments”.

B. Each Work Assignment will set forth, among other things, the following:

- i. The scope of services requested;
- ii. Any deliverables;
- iii. The time and schedule of performance;
- iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
- v. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Work Assignment.

D. Each Work Assignment will be sequentially numbered and shall be subject to Owner’s approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.

5. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Stuart R. Trent, PE,
Director Public Services
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Stuart R. Trent, PE
Director Public Services
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

For notices and communications to Contractor:

Margaret Fenton
Vice President
Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997
Email: Mfenton@sunshinelanddesign.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement. the warranties and representations in the MCF Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.

15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(TOWN SEAL)

By: _____

Penelope Townsend
Its Mayor

SUNSHINE LAND DESIGN, INC.

By: _____

Margaret Fenton, Vice President
Its Authorized Representative



MEMORANDUM

TO: Mayor and Town Commission

FROM: Stuart Trent, Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: May 3, 2024

SUBJECT: Sunshine Land Design – Work Authorization – Town Hall Parking Lot Resurfacing

Background:

The Town Hall parking lot is reaching the end of its useful life and while it remains in sound structural condition, it is showing signs of aging such as raveling (loosening of aggregate) and some edge cracking. The Town of Jupiter Island FY 23-24 budget includes \$200K for asphalt resurfacing inclusive of this project.

Staff spoke with several contractors and recommended Sunshine Land Design for a piggyback agreement to provide these services.

Sunshine Land Design has provided a proposal in the amount of \$72,850.00 for full asphalt resurfacing of the parking lot. This proposal is in accordance with the terms and pricing in the recommended piggyback agreement.

Staff Recommendations:

Staff requests that the Town Commission approve the proposal from Sunshine Land Design, Inc. for Town Hall parking lot resurfacing in the amount of \$72,850.00. Work will be completed during the summer construction period.



COMPLETE PROPERTY MAINTENANCE
RESTORATION & CONSTRUCTION SERVICES

3291 SE Lionel Terrace, Stuart, FL 34994
Phone: 772 283 2648 / Fax: 772 283 8944

www.SunshineLandDesign.com

PROPOSAL

TO: Kim McLaughlin
Capital Projects & Development Coordinator
South Martin Regional Utility (SMRU)
Town of Jupiter Island
kmclaughlin@tji.martin.fl.us
(772) 546-6259

PROPOSAL DATE: 5/1/2024

SUBMITTED BY: Brett Panaro
Bpanaro@sunshinelanddesign.com

ENGINEER: n/a
PLAN DATE: n/a
PROPERTY OWNER: _____

JOB DESCRIPTION:

Town of Jupiter Island

Asphalt Milling & Paving

LINE ITEM	ITEM NO.	JOB AS OUTLINED BELOW	QTY	UNITS	ITEM \$	ITEM COST
		RFB2021-3313 INFRASTRUCTURE CONSTRUCTION & MAINTENANCE (AMENDMENT #2)				
1		MOT, LIMITED	2	DAY	\$ 800.00	\$ 1,600.00
2		REMOVAL & RE INSTALLATION OF EXISTING CONCRETE CAR STOPS (FOR MILLING)	60	EA	\$ 25.00	\$ 1,500.00
3	112	1" ASPHALT MILLING	4,400	SY	\$ 6.00	\$ 26,400.00
4	133	SP9.5 ASPHALT, 1" THICK	250	TN	\$ 156.00	\$ 39,000.00
5		PAVEMENT MARKINGS (PARKING STALLS)	1	LS	\$ 3,750.00	\$ 3,750.00
6		THERMOPLASTIC STOP BAR (12")	2	EA	\$ 300.00	\$ 600.00

SIGNAGE IF REQUIRED, BY OTHERS
TREE TRIMMING IF REQUIRED FOR MILLING MACHINE, NOT INCLUDED IN THIS
PROPOSAL

Per Purchase Order

TOTAL:	\$	72,850.00
--------	----	-----------

QUALIFICATIONS:

Sunshine Land Design shall white line all areas, contact all facility owners or required locaters and use due care. Under ground utilities not located or identified may not be covered in the above costs.

This Proposal is good for thirty days.

Payments not made per the above will be subject to all conditions of the Florida lien Law

In the event it is necessary for either party to file any legal action to enforce the terms of this contract the parties agree that venue of such action shall only be in State Court in Martin County Florida.

In the event it is necessary for either party to file legal action to enforce the terms of this contract then the prevailing party shall be entitled to recover reasonable attorney's fees and costs of such action including any appellate or bankruptcy proceedings associated therewith.

OWNER OR OWNER'S REP. ONLY:

ACCEPTANCE SIGNATURE: _____ DATE: _____

PRINT NAME: _____

SUNSHINE LAND DESIGN INC: *Brett Panaro* / Project Manager / Estimator

Date: 5/1/2024



MEMORANDUM

TO: Mayor and Town Commission

FROM: Stuart Trent, Public Services Director

THROUGH: Robert Garlo, Town Manager

DATE: May 3, 2024

SUBJECT: Ferreira Construction Southern Division Co., Inc. –
Infrastructure Construction and Maintenance

Background:

The capital infrastructure needs for the Town, SMRU, and Beach District require periodic bidding of services to qualified contractors. Projects are usually small to medium scale, and quantities do not always result in the prices that would typically be received for larger projects.

Martin County routinely bids services for these types of projects to the open market as a unit price contract with work to be assigned on a task order basis. These types of contracts have previously been adopted by the Town via Piggyback method for other services such as underground utility construction services for SMRU. The piggyback method is an efficient way of adopting prices for contracts that have been recently and competitively bid by others.

Martin County bid their infrastructure contract in 2021 and selected Ferreira Construction as a continuing service provider. Ferreira has a history of providing an excellent work product and has consented to allowing the Town to piggyback their contract with Martin County, honoring all terms, conditions and pricing.

Supporting documents as well as the Town's piggyback adoption contract are attached for review.

Staff Recommendations:

Staff requests that the Town Commission approve the requested piggyback contract for adoption, with work to be ordered and awarded on request. Awards exceeding \$35,000.00 will be presented to the Town Commission for approval in accordance with the Town's finance policies and procedures.

From: [John Ciabattari](#)
To: [Kim McLaughlin](#)
Subject: RE: Infrastructure Construction and Maintenance Piggyback contract
Date: Thursday, February 15, 2024 2:57:28 PM

External Email - Use Caution

Please move ahead . Thank You Kim

From: Kim McLaughlin <kmclaugh@tji.martin.fl.us>
Sent: Thursday, February 15, 2024 11:48 AM
To: John Ciabattari <JCiabattari@ferreiraconstruction.com>
Subject: RE: Infrastructure Construction and Maintenance Piggyback contract

Caution: This is an external email. Please be mindful when clicking links or opening attachments.

Good afternoon John,

Just following up on the request below. I need an email consent to move forward from you. Thanks!

Regards,

Kim

From: Kim McLaughlin
Sent: Wednesday, February 7, 2024 12:15 PM
To: 'jciabattari@ferreiraconstruction.com' <jciabattari@ferreiraconstruction.com>
Subject: Infrastructure Construction and Maintenance Piggyback contract

Good afternoon John,

great speaking with you today. South Martin Regional Utility (SMRU) and the Town of Jupiter Island would like to request a piggyback contract to the Martin County Infrastructure Construction and Maintenance contract, RFB2021-3313.

Please let us know if you would agree and we will prepare our documents for signature for approval to our board at the March 2024 meeting.

Let me know if you have any questions.

Regards,

Kim

Kim McLaughlin
Capital Projects & Development Coordinator
South Martin Regional Utility (SMRU)
Town of Jupiter Island
kmclaughlin@tji.martin.fl.us
(772) 546-6259

Mailing Address:

Town of Jupiter Island
2 Bridge Rd
Hobe Sound, FL 33455

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**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
RFB2021-3313**

THIS AMENDMENT #2 made and entered into this 26th day of September in the year 2023, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.** (Hereinafter "Contractor"), 13000 SE Flora Ave. Hobe Sound, FL. 33455.

WITNESSETH

WHEREAS, the **County** and **Contractor** entered into an Agreement for INFRASTRUCTURE CONSTRUCTION & MAINTENANCE on May 25, 2021; and

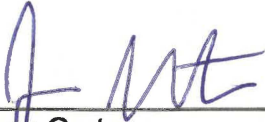
WHEREAS, the **County** and **Contractor** desire to amend the Agreement to increase the prices of Exhibit C due to increased costs of raw material and wages.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. To increase the prices of Exhibit C due to rising costs of raw materials and wages. All new pricing is shown in Exhibit C, Amendment 2.
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY



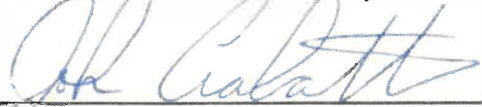
James Gorton
Public Works Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



Don G. Donaldson, P.E.
County Administrator

**FERREIRA CONSTRUCTION
SOUTHERN DIVISION CO., INC.**



John Ciabattari
Vice President

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

EXHIBIT C

RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
AMENDMENT #2

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
MATERIALS (FURNISH & INSTALL)					
1	12" x 18" Elliptical RCP	1,000	LF	\$ 72.50	\$ 72,500.00
2	14" x 23" Elliptical RCP	500	LF	\$ 81.10	\$ 40,550.00
3	19" x 30" Elliptical RCP	200	LF	\$ 106.76	\$ 21,352.00
4	24" x 38" Elliptical RCP	200	LF	\$ 137.52	\$ 27,504.00
5	29" x 45" Elliptical RCP	100	LF	\$ 199.58	\$ 19,958.00
6	34" x 53" Elliptical RCP	100	LF	\$ 245.10	\$ 24,510.00
7	38" x 60" Elliptical RCP	100	LF	\$ 261.50	\$ 26,150.00
8	Mitered End Section (12" x 18" Elliptical RCP)	20	EA	\$ 1,982.05	\$ 39,641.00
9	Mitered End Section (14" x 23" Elliptical RCP)	16	EA	\$ 2,042.10	\$ 32,673.60
10	Mitered End Section (19" x 30" Elliptical RCP)	6	EA	\$ 2,172.15	\$ 13,032.90
11	Mitered End Section (24" x 38" Elliptical RCP)	6	EA	\$ 2,343.20	\$ 14,059.20
12	Mitered End Section (29" x 45" Elliptical RCP)	6	EA	\$ 3,772.90	\$ 22,637.40
13	Mitered End Section (34" x 53" Elliptical RCP)	2	EA	\$ 4,323.20	\$ 8,646.40
14	Mitered End Section (38" x 60" Elliptical RCP)	2	EA	\$ 4,873.45	\$ 9,746.90
15	15" RCP	1,000	LF	\$ 58.76	\$ 58,760.00
16	18" RCP	1,000	LF	\$ 66.70	\$ 66,700.00
17	24" RCP	1,000	LF	\$ 79.80	\$ 79,800.00
18	30" RCP	100	LF	\$ 116.17	\$ 11,617.00
19	36" RCP	200	LF	\$ 149.64	\$ 29,928.00
20	48" RCP	200	LF	\$ 208.82	\$ 41,764.00
21	54" RCP	100	LF	\$ 266.00	\$ 26,600.00
22	60" RCP	100	LF	\$ 305.00	\$ 30,500.00
23	66" RCP	100	LF	\$ 356.00	\$ 35,600.00
24	72" RCP	100	LF	\$ 453.60	\$ 45,360.00
25	78" RCP	100	LF	\$ 640.95	\$ 64,095.00
26	84" RCP	100	LF	\$ 640.95	\$ 64,095.00
27	Mitered End Section (15" RCP)	30	EA	\$ 1,902.00	\$ 57,060.00
28	Mitered End Section (18" RCP)	30	EA	\$ 2,065.30	\$ 61,959.00
29	Mitered End Section (24" RCP)	30	EA	\$ 2,365.35	\$ 70,960.50
30	Mitered End Section (30" RCP)	8	EA	\$ 3,468.50	\$ 27,748.00
31	Mitered End Section (36" RCP)	10	EA	\$ 3,149.05	\$ 31,490.50
32	Mitered End Section (48" RCP)	10	EA	\$ 5,680.10	\$ 56,801.00
33	Mitered End Section (54" RCP)	2	EA	\$ 7,543.80	\$ 15,087.60
34	Mitered End Section (60" RCP)	2	EA	\$ 9,063.80	\$ 18,127.60
35	Mitered End Section (66" RCP)	2	EA	\$ 10,597.65	\$ 21,195.30
36	Mitered End Section (72" RCP)	2	EA	\$ 12,020.85	\$ 24,041.70
37	Mitered End Section (78" RCP)	2	EA	\$ 21,317.30	\$ 42,634.60
38	Mitered End Section (84" RCP)	2	EA	\$ 21,425.40	\$ 42,850.80
39	Corrugated Aluminum Pipe (CAP), 15"	200	LF	\$ 54.85	\$ 10,970.00
40	Corrugated Aluminum Pipe (CAP), 18"	200	LF	\$ 59.00	\$ 11,800.00
41	Corrugated Aluminum Pipe (CAP), 24"	200	LF	\$ 70.85	\$ 14,170.00
42	Corrugated Aluminum Pipe (CAP), 30"	200	LF	\$ 109.11	\$ 21,822.00
43	Corrugated Aluminum Pipe (CAP), 36"	200	LF	\$ 122.76	\$ 24,552.00
44	Mitered End Section (15" CAP)	6	EA	\$ 1,819.60	\$ 10,917.60
45	Mitered End Section (18" CAP)	6	EA	\$ 1,819.60	\$ 10,917.60
46	Mitered End Section (24" CAP)	6	EA	\$ 1,966.10	\$ 11,796.60
47	Mitered End Section (30" CAP)	6	EA	\$ 1,599.10	\$ 9,594.60
48	Mitered End Section (36" CAP)	6	EA	\$ 2,526.50	\$ 15,159.00
49	15" HDPE, Perforated Pipe	50	LF	\$ 87.65	\$ 4,382.50
50	15" HDPE	200	LF	\$ 52.70	\$ 10,540.00
51	18" HDPE	200	LF	\$ 62.25	\$ 12,450.00
52	24" HDPE	100	LF	\$ 76.40	\$ 7,640.00
53	CAP Ultra Flo liner for 15" pipe	500	LF	\$ 109.35	\$ 54,675.00
54	CAP Ultra Flo liner for 18" pipe	500	LF	\$ 114.40	\$ 57,200.00
55	CAP Ultra Flo liner for 24" pipe	500	LF	\$ 124.05	\$ 62,025.00
56	CAP Ultra Flo liner for 30" pipe	100	LF	\$ 160.75	\$ 16,075.00
57	CAP Ultra Flo liner for 36" pipe	200	LF	\$ 172.00	\$ 34,400.00
58	CAP Ultra Flo liner for 42" pipe	200	LF	\$ 217.00	\$ 43,400.00
59	CAP Ultra Flo liner for 48" pipe	100	LF	\$ 239.90	\$ 23,990.00
60	CAP Ultra Flo liner for 54" pipe	100	LF	\$ 271.20	\$ 27,120.00
61	CAP Ultra Flo liner for 60" pipe	50	LF	\$ 306.85	\$ 15,342.50
62	CAP Ultra Flo liner for 66" pipe	50	LF	\$ 322.10	\$ 16,105.00

RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
AMENDMENT #2

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
63	CAP Ultra Flo liner for 72" pipe	100	LF	\$ 337.65	\$ 33,765.00
64	CAP Ultra Flo liner for 78" pipe	50	LF	\$ 389.75	\$ 19,487.50
65	CAP Ultra Flo liner for 84" pipe	50	LF	\$ 408.50	\$ 20,425.00
66	Grout (pumped to fill void between liner and pipe)	250	CY	\$ 258.00	\$ 64,500.00
67	Cure in place liner for 15" pipe	500	LF	\$ 105.20	\$ 52,600.00
68	Cure in place liner for 18" pipe	500	LF	\$ 116.90	\$ 58,450.00
69	Cure in place liner for 24" pipe	500	LF	\$ 128.55	\$ 64,275.00
70	Cure in place liner for 30" pipe	100	LF	\$ 163.65	\$ 16,365.00
71	Cure in place liner for 36" pipe	200	LF	\$ 222.05	\$ 44,410.00
72	Cure in place liner for 42" pipe	200	LF	\$ 274.65	\$ 54,930.00
73	Cure in place liner for 48" pipe	100	LF	\$ 321.40	\$ 32,140.00
74	Cure in place liner for 54" pipe	100	LF	\$ 444.15	\$ 44,415.00
75	Cure in place liner for 60" pipe	50	LF	\$ 502.60	\$ 25,130.00
76	Cure in place liner for 66" pipe	50	LF	\$ 724.65	\$ 36,232.50
77	Cure in place liner for 72" pipe	100	LF	\$ 835.70	\$ 83,570.00
78	Cure in place liner for 78" pipe	50	LF	\$ 993.45	\$ 49,672.50
79	Cure in place liner for 84" pipe	50	LF	\$ 1,227.25	\$ 61,362.50
80	Manholes, P-7, <10'	2	EA	\$ 5,690.80	\$ 11,381.60
81	Yard Drain Inlet, 12" Inline Drain ADS 2712AG or Equal With 24" x 24" x 4" Concrete Collar	10	EA	\$ 1,608.40	\$ 16,084.00
82	Manhole Adjustment +/- 1.5', FDOT Standard Plans Index No. 425-001, Brick or Concrete	10	EA	\$ 1,772.80	\$ 17,728.00
83	Manhole Adjustment w/ Rings	10	EA	\$ 1,452.80	\$ 14,528.00
84	Utility Valve Adjustment w/ Rings	10	EA	\$ 1,452.80	\$ 14,528.00
85	Utility Valve Adjustment; Excavate & Raise w/ 12x12 Concrete Pad	10	EA	\$ 1,500.25	\$ 15,002.50
86	Connect Pipe to Existing Inlet - Inlet Connection Modification	25	EA	\$ 1,398.60	\$ 34,965.00
87	Structure Bottom Type P (4' Dia. x 6' Avg. Depth)	4	EA	\$ 3,061.35	\$ 12,245.40
88	Curb Inlet (Type 1 or 3)	2	EA	\$ 8,602.25	\$ 17,204.50
89	Curb Inlet (Type 2 or 4)	2	EA	\$ 8,602.25	\$ 17,204.50
90	Type C Inlet, Average 5'-0" Depth	15	EA	\$ 3,715.10	\$ 55,728.50
91	Type E Inlet, Average 5'-0" Depth	15	EA	\$ 3,985.35	\$ 59,780.25
92	Type H Inlet, < 10', 2 & 3 Grate	15	EA	\$ 10,476.00	\$ 157,140.00
93	Type G Inlet, < 10'	15	EA	\$ 9,725.60	\$ 145,884.00
94	6' x 6' Manhole, < 10'	15	EA	\$ 8,695.15	\$ 130,427.25
95	8' x 8' Manhole, < 10'	15	EA	\$ 12,371.95	\$ 185,579.25
96	Exfiltration Trench, 15", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 188.15	\$ 37,630.00
97	Exfiltration Trench, 18", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 205.25	\$ 41,050.00
98	Exfiltration Trench, 24", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 207.00	\$ 41,400.00
99	#4 Stone	500	TON	\$ 50.00	\$ 25,000.00
100	#57 Stone	500	TON	\$ 47.00	\$ 23,500.00
101	Geotextile Fabric	1,500	SY	\$ 6.40	\$ 9,600.00
102	Staked Silt Fence, Type III	1,500	LF	\$ 3.35	\$ 5,025.00
103	Baled Hay or Straw	50	EA	\$ 14.35	\$ 717.50
104	Floating Turbidity Barrier	500	LF	\$ 11.90	\$ 5,950.00
105	6-12" Riprap Rubble (Up to 100 Tons)	100	TON	\$ 136.10	\$ 13,610.00
106	6-12" Riprap Rubble (101 to 200 Tons)	200	TON	\$ 136.10	\$ 27,220.00
107	12-24" Riprap Rubble (Up to 100 Tons)	100	TON	\$ 140.47	\$ 14,047.00
108	12-24" Riprap Rubble (101 to 200 Tons)	200	TON	\$ 140.47	\$ 28,094.00
109	12-24" Riprap Rubble (Greater Than 200 Tons)	400	TON	\$ 140.47	\$ 56,188.00
110	Roadway Open Cut (Per MC Standard Details R-31A & R-31B)	25	EA	\$ 21,897.30	\$ 547,432.50
111	Roadway Open Cut (Per MC Standard Details R-31A & R-31B); Without 50' Asphalt Overlay	25	EA	\$ 10,285.35	\$ 257,133.75
112	Asphalt Milling (No Pony Miller)	500	SY	\$ 211.55	\$ 105,775.00
113	Asphalt Milling	10	DAY	\$ 15,819.80	\$ 158,198.00
114	Wellpoint Dewatering	500	LF	\$ 45.00	\$ 22,500.00
115	6" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$ 1,090.00	\$ 32,700.00
116	8" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$ 1,325.00	\$ 39,750.00
117	12" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$ 1,891.65	\$ 56,749.50
118	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) ≥ 5 Acres Assignments	5	AC	\$ 11,125.00	\$ 55,625.00
119	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) < 5 Acres Assignments	20	AC	\$ 11,125.00	\$ 222,500.00

RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
AMENDMENT #2

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
120	Remove & Dispose Of Existing Cross-Drain (24" Diameter Typ.)	500	LF	\$ 67.30	\$ 33,650.00
121	Remove & Dispose Of Existing Concrete (Headwalls, Structures, Sidewalks, Driveways, End Sections, etc.)	250	TON	\$ 89.85	\$ 22,462.50
122	Roadway Shoulder / Swale Grading	20,000	SY	\$ 4.10	\$ 82,000.00
123	Concrete End Walls (Typ. Per FDOT Standard Plans Index 430-030)	100	CY	\$ 1,350.67	\$ 135,067.00
124	Embankment / Clean Fill (F&I), Compacted In Place	1,000	CY	\$ 26.00	\$ 26,000.00
125	Regular Excavation (includes removal & disposal)	1,000	CY	\$ 15.75	\$ 15,750.00
126	Bahia Sod (F&I)	5,000	SY	\$ 4.70	\$ 23,500.00
127	Floritam Sod (F&I)	4,000	SY	\$ 8.20	\$ 32,800.00
128	Hydroseed w/FDOT mix (1 acre minimum)	25	AC	\$ 4,675.15	\$ 116,878.75
129	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	200	HR	\$ 77.16	\$ 15,432.00
130	Roadway Subgrade (LBR 40)	1,250	SY	\$ 21.90	\$ 27,375.00
131	Roadway Base (FDOT Optional Base Group 6)	2,000	SY	\$ 26.10	\$ 52,200.00
132	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, (1- 1/2" Average Thickness), 550 Tons and over	550	TON	\$ 179.30	\$ 98,615.00
133	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 151 to 500 Ton Assignments	250	TON	\$ 190.05	\$ 47,512.50
134	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 51 to 150 Ton Assignments	150	TON	\$ 273.50	\$ 41,025.00
135	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 10 to 50 Ton Assignments	400	TON	\$ 593.75	\$ 237,500.00
136	Standard Mailbox and/or Standard Traffic Control Sign (Simile Post) Removal & Replacement)	50	EA	\$ 548.30	\$ 27,415.00
137	Flowable fill excavatable /non excavatable - < 5yds	5	YD	\$ 225.00	\$ 1,125.00
138	Concrete Driveway, Fiber Reinforcement, 6" Thick	1,000	SY	\$ 67.84	\$ 67,840.00
139	Concrete Sidewalk with Fiber, 4" Thick	2,000	SY	\$ 56.55	\$ 113,100.00
140	Public Sidewalk Curb Ramps per FDOT Std Plans Index 522-002 with ADA Compliant Detectable Surface (NO Surface Mounted)	1,000	SF	\$ 31.39	\$ 31,390.00
141	Miscellaneous Concrete (Headwalls, Weirs, Retaining Walls) , FDOT Class II Concrete	1,000	CY	\$ 409.10	\$ 409,100.00
142	Installation of 6" Pervious Concrete	500	SY	\$ 95.60	\$ 47,800.00
143	Installation of FDOT Type "A" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
144	Installation of FDOT Type "A" Curb, By Machine	500	LF	\$ 30.40	\$ 15,200.00
145	Installation of FDOT Type "B" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
146	Installation of FDOT Type "B" Curb, By Machine	500	LF	\$ 30.40	\$ 15,200.00
147	Installation of FDOT Type "D" Curb, By Hand	500	LF	\$ 37.05	\$ 18,525.00
148	Installation of FDOT Type "D" Curb, By Machine	500	LF	\$ 35.05	\$ 17,525.00
149	Installation of FDOT Type "E" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
150	Installation of FDOT Type "E" Curb, By Machine	500	LF	\$ 35.05	\$ 17,525.00
151	Installation of FDOT TvPe "F" Curb, By Hand	500	LF	\$ 37.05	\$ 18,525.00
152	Installation of FDOT TvPe "F" Curb, By Machine	500	LF	\$ 35.05	\$ 17,525.00
153	Installation of FDOT Valley Gutter, By Hand	500	LF	\$ 31.55	\$ 15,775.00
154	Installation of FDOT Valley Gutter, By Machine	500	LF	\$ 31.55	\$ 15,775.00
155	Installation of FDOT Shoulder Gutter, By Hand	500	LF	\$ 33.50	\$ 16,750.00
156	Installation of FDOT Shoulder Gutter, By Machine	500	LF	\$ 29.50	\$ 14,750.00
157	Shell Rock Parking (4" Coquina Rock Base, 4" Shell)	2,500	SY	\$ 26.66	\$ 66,650.00
158	Paver Bricks (Per Detail)	500	SY	\$ 82.60	\$ 41,300.00
159	Beach Sand - Delivery (Per Specification)	500	TON	\$ 42.00	\$ 21,000.00
160	Post & Rail Fence (Per MC Standard Detail P-60)	350	LF	\$ 26.10	\$ 9,135.00
161	Metal Rolling Cattle Guards (12' x 16')	3	EA	\$ 7,480.25	\$ 22,440.75
162	16' Metal Gate (Per MC Standard Detail P-61)	4	EA	\$ 6,428.35	\$ 25,713.40
163	6' Metal Gate, Single Arm (Per Martin County Standard Detail P-61)	4	EA	\$ 1,741.50	\$ 6,966.00
164	Damaged Guardrail Removal, Remove & Dispose Damaged Panels and Posts	25	LF	\$ 42.00	\$ 1,050.00
165	Guardrail, Standard W-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 35.05	\$ 876.25
166	Guardrail, Standard W-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 35.05	\$ 876.25
167	Guardrail, Standard Thrie-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 63.10	\$ 1,577.50
168	Guardrail, Standard Thrie-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 63.10	\$ 1,577.50
169	Guardrail, Flared End Anchorage Assembly, Per FDOT Standard Plans Index No. 536-001	2	EA	\$ 4,418.55	\$ 8,837.10

RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
AMENDMENT #2

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
170	Pipe Handrail - Guiderail, Aluminum, Per FDOT Standard Plans Index No. 515-070	500	LF	\$ 80.00	\$ 40,000.00
171	Handrail- Aluminum Pedestrian /Bicycle Picket Railing, Per FDOT Standard Plans Index No. 515-062	500	LF	\$ 105.60	\$ 52,800.00
172	FDOT Type A Fence, Per FDOT Standard Plans Index No. 550-001	1,000	LF	\$ 76.75	\$ 76,750.00
173	Directional Bore, 12" to < 18"	300	LF	\$ 222.30	\$ 66,690.00
174	Televise Pipe (includes camera truck and video)	1,000	LF	\$ 7.00	\$ 7,000.00
175	4" Force Main Directional Drill	300	LF	\$ 39.10	\$ 11,730.00
176	4" Force Main Open Cut	1,000	LF	\$ 35.23	\$ 35,230.00
177	3" Force Main Directional Drill	300	LF	\$ 35.60	\$ 10,680.00
178	3" Force Main Open Cut	1,000	LF	\$ 27.00	\$ 27,000.00
179	2" Force Main Directional Drill	500	LF	\$ 25.10	\$ 12,550.00
180	2" Force Main Open Cut	500	LF	\$ 23.10	\$ 11,550.00
181	Grinder Pump Service Connection, Long	20	EA	\$ 7,941.85	\$ 158,837.00
182	Grinder Pump Service Connection, Short	20	EA	\$ 7,941.85	\$ 158,837.00
EQUIPMENT & LABOR					
183	2-Man Survey Crew	100	HR	\$ 261.90	\$ 26,190.00
184	As-Builts / Record Drawings (Man hours for Field & CAD Work)	50	HR	\$ 266.15	\$ 13,307.50
185	Rubber Tire Backhoe (5/8 CY or Larger) With Operator	200	HR	\$ 94.35	\$ 18,870.00
186	Dump Truck (16 CY or Larger) With Operator	200	HR	\$ 98.70	\$ 19,740.00
187	Front End Loader (2-1/2 CY or Larger) With Operator	200	HR	\$ 99.70	\$ 19,940.00
188	Vibratory Roller, Single Drum, 5 Ton or Larger, 54" Minimum Width, With Operator	200	HR	\$ 92.90	\$ 18,580.00
189	Vactor Truck with operator	200	HR	\$ 254.10	\$ 50,820.00
190	Camera truck w/operator	200	HR	\$ 263.00	\$ 52,600.00
TOTAL BID					\$ 8,458,202.40

**AMENDMENT TO AGREEMENT BETWEEN COUNTY AND CONTRACTOR
FOR GOODS AND SERVICES
RFB2021-3313**

THIS AMENDMENT #1 made and entered into this 15th day of May in the year 2023, by and between **MARTIN COUNTY**, a political subdivision of Florida, (Hereinafter "County"), 2401 SE Monterey Road, Stuart, Florida 34996 and **FERREIRA CONSTRUCTION SOUTHERN DIVISION CO., INC.** (Hereinafter "Contractor"), 13000 SE Flora Ave. Hobe Sound, FL. 33455.

WITNESSETH

WHEREAS, the **County** and **Contractor** entered into an Agreement for INFRASTRUCTURE CONSTRUCTION & MAINTENANCE on May 25, 2021; and

WHEREAS, the **County** and **Contractor** desire to amend the Agreement to add unit pricing for the supply and installation of concrete parking stops, pavers, root pruning and stamped asphalt.

NOW THEREFORE, in consideration of the promises, covenants, and mutual benefits which all accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually covenanted and agreed that the contract will be amended as follows:

1. Add unit pricing for the supply and installation of concrete parking stops, pavers, root pruning and stamped asphalt outlined in Exhibit C (Amendment #1).
2. All remaining pricing, terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the date first set forth above.

REVIEWED BY



James Gorton
Public Works Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



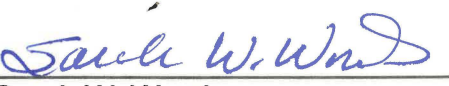
Don G. Donaldson, P.E.
County Administrator

**FERREIRA CONSTRUCTION
SOUTHERN DIVISION CO., INC.**



John Ciabattari
Vice President

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**



Sarah W. Woods
County Attorney

RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
AMENDMENT 1
EXHIBIT C

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
MATERIALS (FURNISH & INSTALL)					
1	Concrete Parking Stops	5	Each	\$ 132.00	\$ 660.00
2	Paver Remove and Reset	2000	SY	\$ 84.50	\$ 169,000.00
3	Paver Base Replacement and Reset	2000	SY	\$ 72.50	\$ 145,000.00
4	Root Pruning	1000	SF	\$ 55.50	\$ 55,500.00
5	Stamped Asphalt (Crosswalks)	5000	SF	\$ 30.50	\$ 152,500.00

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Ferreira Construction Southern Division Co., Inc
Company Name

John Ciabattari
Name of Authorized Representative (Print)

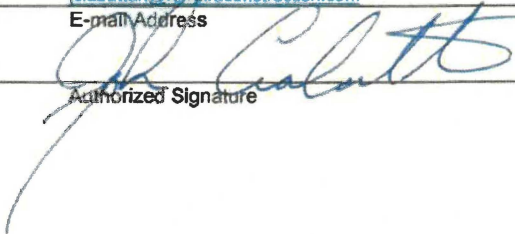
13000 SE Flora Ave
Street Address

Vice President
Title

Hobe Sound, Florida 33455
City, State, Zip

jciabattari@ferreiraconstruction.com
E-mail Address

772-286-5123
Telephone


Authorized Signature



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR CONSTRUCTION SERVICES

THIS AGREEMENT, effective this 25th day of May in the year, 2021, between:

MARTIN COUNTY, a political subdivision of the State of Florida and through its BOARD OF COUNTY COMMISSIONERS, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR: Ferreira Construction Southern Division Co., Inc.
(hereinafter CONTRACTOR) 13000 SE Flora Ave.
Hobe Sound, Florida 33455

Contract Name: Infrastructure Construction & Maintenance

Contract Number: RFB2021-3313

Not to Exceed Amount: \$30,000,000.00
(to all vendors combined over maximum 5 years)

Contract Term: Three (3) years plus two (2) 1-year renewal options
Not to exceed 5 years

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ARTICLE 1 DEFINITIONS

1.1 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. *Actual Costs.*

- a. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- b. cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. rental cost of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work;
- e. additional cost of field supervision and field office personnel directly attributable to the charge, exclusive of the cost of estimating, contract administration, and purchasing.

2. *Addenda.* Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.

3. *Agreement.* The written instrument which is evidence of the agreement between COUNTY and CONTRACTOR covering the Work. Also referred to as "Contract".

4. *Bonds.* Performance bond and payment bond and other instruments of security, furnished by the CONTRACTOR and its surety in accordance with the Contract Documents and in accordance with the law of Florida.

5. *Change Order.* A written document which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

6. *Claim.* Any action, assertion, change order, demand, invoice, lawsuit, or request by COUNTY or CONTRACTOR seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money, property, or services made to any agent, employee, or officer of the County by a third party is not a Claim. Claim does not include tort claims as that term is used in Section 768.28(5), Fla. Stat. as amended from time to time.

7. *Contract Documents.* The Contract Documents establish the rights and obligations of the parties and include the following: Agreement (including Exhibits), Work Order, entire bid package including Advertisement, all Addenda and Instructions to Bidders, CONTRACTOR'S completed Bid Form package, Notice of Award, Notice to Proceed, drawings, specifications, plans, data, studies, surveys, calculations, permit applications, estimates, photographs, reports, approved submittals, and other documents prepared by, through, or under CONTRACTOR that fix, depict and/or describe the size, quality and character of the Project, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and

clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

8. *Contract Price.* The moneys paid to CONTRACTOR under Contract Documents.
9. *Contract Time.* The number of days or the dates stated in the Agreement to: (i) achieve Substantial Completion; and (ii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
10. *Day.* A calendar day unless noted otherwise.
11. *CONTRACTOR.* The individual or entity with whom COUNTY has entered into the Agreement."
12. *Drawings.* That part of the Contract Documents prepared or approved by an Engineer which graphically shows the scope, extent, and character of the Work to be performed by CONTRACTOR. Shop Drawings and other CONTRACTOR submittals are not Drawings as so defined.
13. *Effective Date of the Agreement.* The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
14. *Field Order.* A written order issued by the Engineer or COUNTY which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
15. *Final Completion or Final Acceptance.* The completion of all Work called for under the Contract Documents, including, but not limited to, satisfactory operation of all equipment (other than COUNTY supplied equipment or facilities or those installed by separate CONTRACTORS); correction of all punch list items to the satisfaction of COUNTY, payment of all trade CONTRACTORS, subcontractors, and materialmen; settlement of all claims, if any; payment and release of all mechanic's, materialmen's, and similar liens; delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificates, electrical certificates, mechanical certificates, plumbing certificates, and all other required approvals and acceptances by any municipality within Martin County, Martin County itself, the State of Florida or other authorities or agencies having jurisdiction; and removal of all rubbish, tools, scaffolding, and surplus materials and equipment from the Work site.
16. *Notice to Proceed.* A written notice given by COUNTY to CONTRACTOR fixing the date on which the Contract Times will commence to run and on which CONTRACTOR shall start to perform the Work under the Contract Documents.
17. *Public Record.* All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business between the COUNTY and the CONTRACTOR.
18. *Samples.* Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

19. *Shop Drawings.* All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for CONTRACTOR and submitted by CONTRACTOR to illustrate some portion of the Work.

20. *Specifications.* That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

21. *Substantial Completion.* For the purpose of this Agreement, and for the compliance of those procedures, duties and obligations as set forth in the Florida Statutes' "Local Government Prompt Payment Act", the term "Substantial Completion" is defined as that point where the COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that the COUNTY is able to utilize the entire the Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of the Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific as set forth in the Exhibits (if any). The Project should be completed to the point that the Work can be utilized for the purposes for which it was intended, as well as the satisfaction of the following requirements: (A) the items that affect operational integrity and function of the Project must be capable of continuous use; (B) all permits and other regulatory requirements must be satisfied; and (C) where required, a Certificate of Occupancy must be issued.

22. *Surety.* The corporate body that is responsible for the CONTRACTOR in connection with the Work as set forth in the Bonds and that is included in the most recent United States Department of the Treasury List of Acceptable Sureties and authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better or equivalent rating by a nationally recognized rating agency.

23. *Underground Facilities.* All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

24. *Work.* Services as defined in each individual Work Order to be paid for in accordance with the unit prices indicated in CONTRACTOR's bid.

25. *Work Order.* A formal document that is dated, serially numbered, and executed by both the COUNTY and the CONTRACTOR in response to COUNTY's request for proposal, by which COUNTY accepts CONTRACTOR's proposal for specific Services and CONTRACTOR indicates a willingness to perform such specific Services under the terms and conditions specified in this AGREEMENT.

26. *Year.* The word "year" means 365 calendar days, including leap days if any.

ARTICLE 2

WORK/PRELIMINARY REQUIREMENTS

2.1 The CONTRACTOR agrees to furnish and complete all authorized and approved work, materials, supplies, tools, furnishings, fixtures, labor, services, equipment, site development, permitting, regulatory matters, environmental mitigation, traffic control, accounting, coordination, and construction of the Project,

more specifically described in the Design Documents, as applicable.

2.2 Commencement of Work and Notices to Proceed. The Date of Commencement of all Work shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and AGREEMENT, and the Board has approved this AGREEMENT. No Work shall be performed by the CONTRACTOR or its professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR may commence to perform Work.

2.3 Nothing contained in any Work Order shall conflict with the terms of this AGREEMENT, and the terms of this AGREEMENT shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

- a. A description of the specific Services to be performed, a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and
- b. Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

2.4 Preconstruction Conference(s). If required by the specific services outlined in the Work Order, the CONTRACTOR shall meet with the COUNTY for review and acceptance of the CONTRACTOR'S initial submittals, CPM Schedule, Final Schedule of Values, personnel and Subcontractor list, to review mobilization requirements, to establish procedures for handling shop drawings and other Submittals and Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.5 Assumption of Risks. CONTRACTOR shall become familiar with and prepare for the normal weather conditions existing in Martin County, Florida. Normal weather conditions are expected to impact the Work in numerous ways, including but not limited to, delays during and after periods of rainfall, temporary flooding and ponding, wet ground, high winds and debris. CONTRACTOR'S Contract Price and Project Schedule, and any subsequent approved revisions thereto, shall sufficiently anticipate and include normal weather Days as reflected by 10-year average of historical records produced by the National Weather Service. Additionally, the CONTRACTOR assumes the risk for all costs associated with concealed Site conditions which are foreseeable through the exercise of due diligence. Again, it shall be the obligation of CONTRACTOR to fully investigate the Site and provide sufficient contingency amounts for conditions which are foreseeable.

2.6 Requirement to E-Verify. ***As a condition precedent to entering into this AGREEMENT***, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- A. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

- B. The COUNTY, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat., or the provisions of this section shall terminate the contract with the person or entity.
- C. The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this AGREEMENT by the COUNTY for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section.
- E. *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

ARTICLE 3 CONTRACT PRICE; TERM

3.1 The OWNER shall pay the CONTRACTOR for the performance of Work outlined in each individual Work Order issued in accordance with the Contract Documents, the fixed Contract Price outlined in each individual Work Order, based on the unit costs in the Bid. The obligations of the OWNER under this Agreement are subject to the availability of funds lawfully appropriated for the Project by the Board of County Commissioners of Martin County.

3.2 Term. This Agreement shall be in effect from the effective date listed on page 1 of this Agreement. The Contract Term, as stated on page 1 of this Agreement, is for three years.

3.3 The Two 1-Year Renewal Options. As stated on page 1 of this Agreement, there are two 1-year renewal options. Specifically, the COUNTY may, or may not, ***in its sole discretion***, exercise the option of renewing this Agreement for one additional year on or before the end of the Contract Term, and if the County exercises its option of renewing this Agreement for one additional year, at or before the expiration of the additional year, the COUNTY may, or may not, in its sole discretion, exercise the option of renewing this Agreement for another year. Nothing herein shall be construed to mean CONTRACTOR is entitled or has a legal right to a renewal. This Agreement shall expire on the last day of the Contract Term or after the first or second additional year as applicable.

ARTICLE 4 CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with, the nature and extent of the Contract Documents, specifications set forth in each Work Order, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. CONTRACTOR

also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Specifications and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that it has correlated the results of all such data with the requirements of the Contract Documents.

4.2 The CONTRACTOR shall give all notices and comply with all municipal, local, state and federal laws, ordinances, codes, rules, licenses, and regulations applicable to the Work. If the CONTRACTOR observes that any of the AGREEMENT is contradictory to such laws, rules, and regulations, it shall notify the Project Manager promptly in writing. If the CONTRACTOR performs any Work that it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, it shall bear all related costs.

4.3 CONTRACTOR understands and acknowledges that all documents and materials provided with the RFB and any addenda, are general and preliminary, and that CONTRACTOR shall not rely on the accuracy or completeness thereof. CONTRACTOR acknowledges that its duties hereunder shall not be excused or discharged in any respect based on the incompleteness or inaccuracy of any such documents or materials.

4.4 CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR and CONTRACTOR'S agents, employees, professionals, subconsultants, subcontractors, and all other parties performing Work by, through and under CONTRACTOR.

4.5 CONTRACTOR shall be responsible for the management, coordination and supervision of all design, permitting, and construction means, methods, techniques, sequences and procedures for completion of the Work.

4.6 The CONTRACTOR agrees to bind specifically every professional, subconsultant and subcontractor to the applicable terms and conditions of the AGREEMENT, for the benefit of the COUNTY.

4.7 CONTRACTOR represents that it is fully experienced and properly qualified to perform the Work under the Contract Documents and that it is properly licensed, equipped, organized and financed to perform such Work.

4.8 CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of COUNTY. The CONTRACTOR shall supervise and direct the Work and shall be solely responsible for the means, methods, techniques, sequences and procedures of construction subject to compliance with the Contract Documents.

4.9 The CONTRACTOR shall employ and maintain a full-time on-site Superintendent who shall have been designated in writing by the CONTRACTOR and pre-approved by the COUNTY. The Superintendent shall be dedicated to this the Project full time and shall have full authority to act on behalf of the CONTRACTOR. The superintendent shall be capable of properly interpreting the Contract Documents and be thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to receive instructions from the Engineer and to execute the orders or directions of the Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. A Superintendent shall be provided regardless of the amount of work sublet. The Superintendent shall speak and understand English, and the CONTRACTOR shall maintain at least one other responsible person who speaks and understands English, on the project during all working hours. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR. Copies of written communications given to the Superintendent of the CONTRACTOR shall be mailed to the address set forth

in the Agreement for notices. Nothing contained herein shall be construed as modifying the CONTRACTOR's duty of supervision and fiscal management as provided by Florida law. The COUNTY shall have the right of direct removal of any Superintendent of the CONTRACTOR. Any change in the Superintendent of the CONTRACTOR assigned to the Project shall be subject to the COUNTY's prior written approval. The Superintendent shall have full authority to receive instructions from the Owner and/or Engineer, and to execute the orders or directions of the Owner and/or Engineer, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Superintendent shall provide such superintendence regardless of the amount of work sublet.

4.10 The CONTRACTOR shall perform at least 30% (thirty percent) of the total amount of the Work in-house. The foregoing 30% (thirty percent) is exclusive of general conditions and material ordered for work performed by sublets.

4.11 The CONTRACTOR shall not employ any subcontractor or consultant against whom the COUNTY may have reasonable objection in the County's sole discretion.

4.12 The CONTRACTOR represents to the COUNTY that the CONTRACTOR (and its officers, directors, partners, or shareholders holding ten 10% (ten percent) or more of the outstanding stock of the CONTRACTOR), does not have any financial interest in or with (i.e. is not an officer, director, partner or 10% (ten percent) plus shareholder) any person, entity, subcontractor, consultant, design professional, materialmen, supplier, or any other subcontractor performing the Work or the Project. The CONTRACTOR agrees to obtain prior written consent from the COUNTY before entering into any agreement on this the Project in which it has a common financial interest.

4.13 The CONTRACTOR shall keep on-site one record copy of all Drawings, Specifications, Addenda, Modifications, and Shop Drawings that is annotated to show all changes made during the construction process. Final acceptance of the Work will be withheld until all such modifications have been properly inserted electronically into the design documents, thus creating Record Drawings, and the Record Drawings are accepted by the COUNTY.

[OPTIONAL: The CONTRACTOR shall provide the COUNTY two copies of the Record Drawings verifying the as-built conditions for all installed and constructed components of the Work, including, but not limited to, the surface water management, traffic control, lighting, water distribution, and wastewater collection systems. The Record Drawings, which shall be signed and sealed by a Professional Engineer or Surveyor and Mapper, licensed in the State of Florida, must demonstrate to the Project Manager that the Project components were constructed in substantial conformance with the approved Construction Plans and applicable permits and that the Project will function as designed and intended. The Record Drawings must be certified based on an As-Built Survey prepared in accordance with the Minimum Technical Standards established in Florida Administrative Code (FAC) 5J-17.051 and 5J-17.052. If the Project Manager determines that the as-built conditions of one or more components are not constructed in substantial conformance with the approved Construction Plans or that the Record Drawings do not sufficiently demonstrate conformance with the Construction Plans, one set of the Record Drawings will be returned to the CONTRACTOR that identify the deficient component(s) of the Work. The CONTRACTOR shall correct the component(s) or the Record Drawing in the timeframes set forth in Article 6 of this Agreement. Upon acceptance by the Project Manager, the CONTRACTOR shall provide the COUNTY with one (1) copy of the Record Drawings electronically in AutoCAD® and Adobe Acrobat®. The Adobe Acrobat® file shall be a replica of the signed and sealed Record Drawing.]

4.14 The CONTRACTOR shall, at its expense, attend any and all meetings called by COUNTY to discuss

the Work under the Contract.

4.15 CONTRACTOR shall deliver to the COUNTY both prior to commencing each Work Order and also at the completion of the Project and before receipt of Final Payment, a DVD video of the Project showing the site before Work is commenced, and the site as it progresses on a monthly basis. CONTRACTOR shall identify on the DVD the station numbers as those areas of the Project are taped, as well as the date recorded. The cost of the recording is included in the bid submitted by the CONTRACTOR.

4.16 CONTRACTOR shall not establish and shall not allow its employees to engage in any commercial activities on the site of any Work Order.

4.17 The CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in Work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to the COUNTY, and shall include, but not be limited to, the following: telephone service for the CONTRACTOR'S use; construction power as required at each point of construction; and water as required throughout the construction. Prior to final acceptance of the Work the CONTRACTOR shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Contract.

4.18 Maintenance of Traffic. The CONTRACTOR shall be responsible for the proper control, maintenance, and detour of traffic in the construction area, at all times during the course of the Work. Contractor shall provide and maintain Maintenance of Traffic (MOT) by a certified Advanced Work Zone Traffic Control officer. All traffic control and maintenance procedures shall be in accordance with the requirements of the Florida Department of Transportation, Martin County, or the local municipality, within their respective area of jurisdiction. It shall be the CONTRACTOR's responsibility, as Bidder, prior to submitting its Bid, to determine the requirements of these agencies so that its Bid reflects all costs to be incurred. No claims for additional payment will be considered for costs incurred in the proper control, maintenance, detour of traffic. The CONTRACTOR shall notify all such agencies and the COUNTY at least 7 (seven) days in advance of any traffic detour. No road closures will be permitted unless approved by the COUNTY. The CONTRACTOR shall notify all such agencies and the COUNTY at least 14 (fourteen) days in advance of any road closure.

4.19 The CONTRACTOR is responsible for adequate NPDES-compliant drainage at all times. Existing functioning storm sewers, gutters, ditches, and other run-off facilities shall not be obstructed. Stabilization measures, as defined by the State of Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities, as amended, shall be initiated as soon as practicable, but in no case more than 7 days, in portions of the site where construction activities have temporarily or permanently ceased.

4.20 The CONTRACTOR shall ensure that all fire hydrants on or adjacent to the Project shall be kept accessible and no obstruction shall be placed within fifteen feet of any hydrant.

4.21 The CONTRACTOR shall ensure that heavy equipment is not operated close enough to COUNTY assets or other structures to cause their displacement.

4.22 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, Fla. Stat. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, Fla. Stat., for applicable sub-agreements entered into for the performance of Work under this Agreement.

ARTICLE 5 PAYMENT

5.1 A Schedule of Values shall be approved by the COUNTY prior to the commencement of the Work. The approved Schedule of Values will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the COUNTY. Progress payments on account of Unit Price Work will be based on the number of units completed.

5.2 Applications for Payments

- A. The CONTRACTOR shall submit to the COUNTY for review, an Application for Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as required by the Contract Documents. Such supporting documents shall include but not be limited to: (i) a current release from the CONTRACTOR releasing all claims, other than those previously submitted pursuant to Article 10 herein, through the date of the Application for Payment; and (ii) a monthly dated Critical Path Method (CPM) Schedule for the Project. Written consent from the surety in a form acceptable to the County regarding the project or payment may be given in lieu of waivers. Submission of this supporting documentation shall be a condition precedent to the CONTRACTOR's entitlement to receive payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that the COUNTY has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the COUNTY's interest therein, all of which must be satisfactory to the COUNTY.
- B. Beginning with the second Application for Payment, each Application shall include:
 - (i) an affidavit by the CONTRACTOR stating that all previous progress payments received on account of the Work have been applied on account to discharge the CONTRACTOR's legitimate obligations associated with prior Applications for Payment and
 - (ii) a "Conditional Waiver of Right to Claim Against Payment Bond and Martin County" completed by the CONTRACTOR and all subcontractors.
- C. Pursuant to Section 255.078(1), Fla. Stat., the COUNTY will withhold from each progress payment made to the CONTRACTOR the amount of 5% of the payment as retainage. Pursuant to Section 255.078(3), Fla. Stat., the COUNTY may elect not to pay or release any amounts (such as retainage) that are the subject of a good faith dispute, the subject of a claim brought pursuant to Section 255.05, Fla. Stat., or otherwise the subject of a claim or demand by the COUNTY or CONTRACTOR.
- D. The Application for Final Payment shall be made after the CONTRACTOR has, in the opinion of the COUNTY, satisfactorily completed all corrections identified during the Final Inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, and other documents.
- E. The Application for Final Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence

of insurance required; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to the COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

- F. In lieu of the releases or waivers of Liens and as approved by the COUNTY, the CONTRACTOR may furnish receipts or releases in full and an affidavit of the CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the COUNTY or the COUNTY's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, the CONTRACTOR may furnish a Bond or other collateral satisfactory to the COUNTY to indemnify the COUNTY against any Lien.

5.3 Review of Applications

- A. The COUNTY's approval of any payment requested in an Application for Payment will constitute a representation by the COUNTY that to the best of the COUNTY's knowledge, information and belief:
- (i) the Work has progressed to the point indicated;
 - (ii) the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price the Work, and to any other qualifications stated in the recommendation); and
 - (iii) the conditions precedent to the CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is the COUNTY's responsibility to observe the Work.
- B. The COUNTY's approval of any payment requested in an Application for Payment will not thereby be deemed to have represented that: (i) inspections made to check the quality or the quantity of the Work performed have been exhaustive, extended to every aspect of the Work, or were detailed inspections of the Work; or (ii) there may not be other matters or issues between the parties that might entitle the CONTRACTOR to be paid additionally by the COUNTY or entitle the COUNTY to withhold payment to the CONTRACTOR.
- C. The COUNTY may reject the payment request or invoice within 20 (twenty) days after the date on which the payment request or invoice is stamped as received by the COUNTY. The rejection must be in writing and must specify the deficiency in the payment request or invoice and the action necessary to make the payment request or invoice proper. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the Application.
- D. The COUNTY may refuse to make payment of the full amount because:
- (i) claims have been made against the COUNTY on account of the CONTRACTOR's performance or furnishing of the Work;
 - (ii) Liens have been filed in connection with the Work, except where the CONTRACTOR has delivered a specific Bond satisfactory to the COUNTY to secure the satisfaction and discharge of such Liens;

- (iii) there are other items entitling the COUNTY to a set-off against the amount recommended.
- (iv) the Work is defective or the completed Work has been damaged, requiring correction or replacement;
- (v) the Work for which payment is requested cannot be verified;
- (vi) the CONTRACTOR failed to make proper payments to subcontractor(s) for labor, materials or equipment in connection with the Work;
- (vii) the Contract Price has been reduced because of modifications or there is reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
- (viii) the COUNTY has been required to correct defective Work or complete the Work in accordance with the Contract Documents;
- (ix) the CONTRACTOR failed to carry out the Work in accordance with the Contract Documents, or otherwise unsatisfactory prosecution of the Work;
- (x) of any other breach of, default under, violation of, or failure to comply with the provisions of the Contract Documents.

E. If the COUNTY refuses to make payment of the full amount, the COUNTY must give the CONTRACTOR written notice within 10 (ten) days of receipt of invoice stating the reasons for such action and promptly pay the CONTRACTOR any amount remaining after deduction of the amount so withheld. The COUNTY shall promptly pay the CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by the COUNTY and the CONTRACTOR, when the CONTRACTOR corrects the reasons for such action to the COUNTY's satisfaction.

5.4 All payments made to the CONTRACTOR, whether Progress or Final, shall be in strict accordance with the "Local Government Prompt Payment Act" addressing payment, retainage, and punch list procedures for the performance of the Work.

5.5 The CONTRACTOR warrants and guarantees that title to all the Work covered by an Application for Payment, whether incorporated in the Work or not, shall pass to the COUNTY prior to the making of the Application for Payment, free and clear of all liens, claims, security interests, purchase money security interest, chattel paper or encumbrances of any nature whatsoever ("Liens").

5.6 The CONTRACTOR shall promptly pay all subcontractors, laborers, materialmen, and suppliers upon receipt of payment from the COUNTY out of the amount paid to the CONTRACTOR on account of such person's portion of the Work, the amount to which such person is entitled, reflecting percentages actually retained from payments to the CONTRACTOR. The CONTRACTOR shall, by appropriate agreement with each subcontractor or other person, require each subcontractor or other person to make payments to sub-subcontractors in similar manner.

5.7 A Certificate of Payment, a progress payment, or partial or entire use of the Project by the COUNTY shall not constitute acceptance of Work not in accordance with the Contract Documents.

5.8 In accordance with the provisions of §255.05, Florida Statutes, where the CONTRACTOR requires a waiver from laborers, materialmen, subcontractors, or sub-subcontractors (as each such term is defined by §713.01, Florida Statutes) of the right to make a claim against the Payment Bond in exchange for or to

induce payment of a progress payment or a final payment, such waivers shall comply with the form set forth in §255.05, Florida Statutes, as amended from time to time.

5.9 If one or more Notice of Non-Payment is received by the COUNTY, no further payments will be approved until non-payment(s) have been satisfied and a Release of Claim for each Notice of Non-Payment has been submitted to the COUNTY. Upon request, the CONTRACTOR shall furnish acceptable evidence that all such claims or liens have been satisfied. If the CONTRACTOR fails to satisfy the non-payment, the COUNTY may make payment and back-charge the CONTRACTOR for any and all costs associated with such payment.

5.10 If at any time during the progress of the Work, the CONTRACTOR's actual progress is inadequate to meet the requirements of the Agreement, the COUNTY may, but is not required to, notify the CONTRACTOR to implement some or all of the following remedial actions at the sole cost and expense of the CONTRACTOR:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the schedule progress deficiency;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the schedule progress deficiency;
- C. Reschedule the Work in conformance with the specification requirements.

5.11 Neither such notice by the COUNTY nor the COUNTY's failure to issue such notice shall relieve the CONTRACTOR of its obligation to achieve the quality of the Work and rate of progress required by the Agreement.

ARTICLE 6 TIME OF PERFORMANCE

6.1 TIME IS OF THE ESSENCE FOR EACH WORK ORDER ISSUED UNDER THIS AGREEMENT.

6.1.1 Substantial Completion

The following items, as applicable, shall be completed prior to an inspection for Substantial Completion:

- 1. All general construction completed and the project components shall be clean, and all systems fully functional.
- 2. All mechanical and electrical Work substantially complete, fixtures in place, connected, cleaned and usable.
- 3. All electrical circuits shall be scheduled in panels, and all panels and disconnect switches properly labeled.
- 4. All painting shall be completed; all signs installed.
- 5. All floors, glass and metal Work shall be cleaned.

6. All finish hardware shall be installed, and all doors shall be in good Working order.
7. Project site shall be cleared of the CONTRACTOR'S excess equipment, temporary facilities, trailers, and/or building supplies. All temporary construction shall be removed, and all Sitework completed.
8. All operations and maintenance manuals for all equipment shall have been submitted.
9. Manufacturers certifications and warranties shall be delivered to COUNTY.
10. All operations and maintenance training related literature, software and back-up disks have been provided.
11. All required spare parts, materials, as well as any special measuring devices and tools shall have been provided to COUNTY.
12. All air and water balancing reports shall have been submitted.
13. All keys and blanks shall have been provided.

6.1.2 When CONTRACTOR considers the entire Work Order ready for its intended use CONTRACTOR shall notify COUNTY in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that Engineer issue a certificate of Substantial Completion. Promptly thereafter, COUNTY and CONTRACTOR, and Engineer shall make an inspection of the Work to determine the status of completion. For the purpose of this Contract, and for the compliance of those procedures, duties and obligations as set forth in Section 218.70 and Section 218.735, Florida Statutes the term "Substantial Completion" is defined as that point where COUNTY is able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that COUNTY is able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life, safety and regulatory use, with the exception of incidental or incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work. Additional conditions (if any) needed to achieve Substantial Completion of the Work and which are project specific are as set forth in attached Exhibits. If COUNTY and Engineer do not consider the Work substantially complete, Engineer will notify CONTRACTOR in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to COUNTY a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. If Engineer considers the Work substantially complete, then, for construction projects having an estimated cost of less than 10 million dollars:

In addition to Section 218.735, Florida Statutes, punch list procedures to render the Work complete, satisfactory and acceptable are established as follows:

1. Within five (5) days of Substantial Completion of the construction services purchased as defined in the Contract, CONTRACTOR shall schedule a walkthrough with COUNTY ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a preliminary checklist ("Checklist") of items to be performed by the CONTRACTOR, based upon observations made jointly between the CONTRACTOR and COUNTY during the IW. The IW is to occur within ten (10) days of Substantial Completion of the Work as defined by the Contract, again predicated

upon the CONTRACTOR'S timely initiation of a request for the IW. At its option, COUNTY may conduct the IW with its Field Inspector.

2. CONTRACTOR shall endeavor to address and complete as many items as possible noted on the Checklist either during the IW itself, or thereafter for a period of fifteen (15) days from the date of the IW.
3. No later than fifteen (15) days following the scheduled IW, CONTRACTOR shall again initiate and request a second walkthrough of the Project with COUNTY. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and to supplement that list as necessary (based, for example, upon work which may have been damaged as a result of the CONTRACTOR'S performance of completion of items contained on the IW Checklist) and for the purpose of developing a joint Final Punch list.
4. The intent of this section is for COUNTY and the CONTRACTOR to cooperate to develop a Final Punch list to be completed no later than thirty (30) days from the date of reaching Substantial Completion of the construction services purchase as defined in the Contract.
5. In no event may the CONTRACTOR request payment of final retainage under Section 718.735, Florida Statutes until the CONTRACTOR considers the Final Punch list to be 100% complete.
6. CONTRACTOR agrees to complete the Final Punch list items within forty-five (45) days of the date of its issuance by COUNTY.
7. CONTRACTOR acknowledges and agrees that no item contained on the Final Punch list shall be considered a warranty item until such time as (a) the Final Punch list is 100% complete, and (b) COUNTY has been able to operate or utilize the affected punch list item for an additional period of fifteen (15) days.
8. CONTRACTOR acknowledges and agrees that COUNTY may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the CONTRACTOR to address. The intent of any such COUNTY generated lists prior to Substantial Completion is to attempt to streamline the punch list process upon achieving Substantial Completion, and to allow for the CONTRACTOR to address needed areas of corrective work as they may be observed by COUNTY during performance of the Work.
9. CONTRACTOR acknowledges and agrees that in calculating 150% of the amount which may be withheld by COUNTY as to any Final Punch list item for which a good faith basis exists as to it being complete, as provided for by Section 218.735, Florida Statutes, COUNTY may include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punch list item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punch list completion.

6.1.3 COUNTY shall have the right to exclude CONTRACTOR from the Site after the date of Substantial Completion, but COUNTY shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

6.2 Partial Utilization

A. Use by COUNTY at COUNTY'S option of any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which COUNTY, Engineer, and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by COUNTY for its intended purpose without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following conditions.

1. COUNTY at any time may request CONTRACTOR in writing to permit COUNTY to use any such part of the Work which COUNTY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees that such part of the Work is substantially complete, CONTRACTOR will certify to COUNTY and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify COUNTY and Engineer in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, COUNTY, CONTRACTOR, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify COUNTY and CONTRACTOR in writing giving the reasons therefore.

2. No occupancy or separate operation of part of the Work may occur prior to compliance with this Agreement regarding property insurance.

6.3 Final Inspection

A. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with COUNTY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

6.4 Final Payment

A. Application for Payment

1. After CONTRACTOR has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments and §218.70 et. seq., Fla. Stat.

2. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective

releases or waivers (satisfactory to COUNTY) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens and as approved by COUNTY, CONTRACTOR may furnish receipts or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which COUNTY or COUNTY'S property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to COUNTY to indemnify COUNTY against any Lien.

B. Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to COUNTY for payment. At the same time Engineer will also give written notice to COUNTY and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.09. Otherwise, Engineer will return the Application for Payment to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Upon completion of all items on the punch list, final payment is due twenty-five business days after the payment request or invoice is stamped as received by County, Payment on a corrected payment requests, must be paid or rejected on the later of:

- a. Ten (10) business days after the date the corrected payment request or invoice is stamped as received; or
- b. If the governing body is required by ordinance, charter or other law to approve or reject the corrected payment request, the first business day after the next regularly scheduled meeting of the COUNTY held after the corrected payment request is stamped as received.

If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the contract, the COUNTY may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

6.5 If Substantial Completion is not obtained at the inspection called by the CONTRACTOR, for reasons that are the fault of the CONTRACTOR, the cost of any subsequent inspections requested by the CONTRACTOR for the purpose of determining Substantial Completion shall be at the cost of the CONTRACTOR and shall be assessed against the final payment application. Punch list items recorded as a result of inspections for Substantial Completion are to be corrected by the CONTRACTOR within the time-frame established.

ARTICLE 7

LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Upon failure of the CONTRACTOR to Substantially Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Substantial Completion.

7.2 Upon failure of the CONTRACTOR to Finally Complete the Agreement within the specified period of time, plus approved time extensions, the CONTRACTOR shall pay to the COUNTY daily liquidated damages in the amount shown on Page 1 of this Agreement to reflect the COUNTY's estimated damages resulting from the delay to Final Completion.

7.3 Milestones, milestone completion dates, and applicable Liquidated Damages shall be in accordance with the Contract Documents.

7.4 If the milestones are not strictly complied with, then Liquidated Damages will be assessed against the CONTRACTOR, which are agreed upon, and it is further agreed that such Liquidated Damages bear a reasonable relationship to damages to be incurred by the COUNTY, and are not a penalty.

7.5 Force Majeure. A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is beyond the reasonable control of a party, materially affecting the performance of any of its obligations under this agreement, and could not reasonably have been foreseen or provided against, but will not be excused for failure or delay resulting from only general economic conditions or other general market effects. If either party invokes this provision to avoid performance of any obligation under this Agreement and a Court determines that party wrongfully invoked this provision to evade performance of such an obligation, the aggrieved party shall be entitled to its reasonable attorney's fees and costs for obtaining the Court's determination of the same.

ARTICLE 8

CLAIMS FOR ADDITIONAL TIME

8.1 If the CONTRACTOR'S performance of this Contract is delayed: i) which delay is beyond the reasonable control and without the fault or negligence of the CONTRACTOR or its subcontractors; or ii) by changes ordered in the Work, and in either event where such delay or change in the Work affects the critical path, then the Contract Time shall be extended by Change Order as determined by the COUNTY . If the CONTRACTOR wishes to make Claim for an increase in the Contract Time, CONTRACTOR shall provide COUNTY a written notice of claim upon discovering the cause of the alleged delay. Such notice of claim shall include the following information, or else be waived:

1. Nature of the delay or change in the Work;
2. Dates of commencement and cessation of the delay or change in the Work;
3. Activities on the current progress schedule affected by the delay or change in the Work;
4. Identification and demonstration that the delay or change in Work affects the critical path;
5. Identification of the source of delay or change in the Work;

6. Anticipated extent of the delay or change in the Work; and
7. Recommended action to minimize the delay.

8.2 The CONTRACTOR shall not be entitled to any extension of time for delays resulting from any cause unless CONTRACTOR has notified the COUNTY in writing within seven (7) days of commencement of the delay.

8.3 No Damages for Delay; Exclusive Remedy. The CONTRACTOR shall not be entitled to and hereby waives any and all claims for damages which it may suffer by reason of delay, acceleration, loss of efficiency, or other related time or impact-based claims (hereinafter collectively "delay") or for delay attributable to any foreseen or unforeseen condition, or for delays claimed to be the result of active, intentional, knowing, or passive interference by the COUNTY, or its agents, and waives damages that it may suffer by reason of such claims for lost profits, loss or impairment of bonding capacity, destruction of business, extended overhead, supervision, extended, unabsorbed home office overhead; the extension of time granted herein, being the CONTRACTOR's sole remedy, with the exception that in the event of demonstrated critical, compensable, non-concurrent delay suffered by the CONTRACTOR, the CONTRACTOR may claim as its sole and exclusive remedy any associated, extended direct jobsite general conditions expended by the CONTRACTOR (hereinafter "applicable extended general conditions") in a sum not to exceed \$250.00 per each day of delay. Apart from extensions of time or acceleration costs approved by the COUNTY and any applicable extended general conditions, no payment of claim for delay damages shall be made to the CONTRACTOR as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, whether such delay be avoidable or unavoidable. Notwithstanding anything herein to the contrary, provided the CONTRACTOR has otherwise satisfied the requirements of this Agreement, the CONTRACTOR shall be entitled to an increase in the Contract Price based upon approved general condition, insurance, and bond premium costs resulting from delays for which the COUNTY has approved by Change Order or Construction Change Directive, provided, however, the COUNTY shall not be required to pay such additional amounts for any days following the date on which the CONTRACTOR achieves Final Completion for the appropriate portion of the Work.

8.4 The time during which the CONTRACTOR is delayed in the performance of the Work by the acts or omissions of the COUNTY, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the CONTRACTOR's control and which the CONTRACTOR could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Agreement; provided, however, that no claim by the CONTRACTOR for an extension of time for such delays be considered unless made in accordance with Paragraph 8.1.

8.5 The COUNTY shall not be obligated or liable to the CONTRACTOR for and the CONTRACTOR hereby expressly waives any claims against any damages, costs, or expenses of any nature whatsoever which the CONTRACTOR, its subcontractors or sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the COUNTY, or any of the events referred to in Paragraph 8.4 above, it being understood and agreed that the CONTRACTOR's sole and exclusive remedy in such event shall be an extension of Contract Time, but only if claim is properly made in accordance with Paragraph 8.1.

8.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled critical path of construction. Based on 30-Year, National Weather Service historical rainfall averages for Martin County, the

CONTRACTOR shall anticipate the amount of rainfall days affecting the schedule as normal conditions outlined in the following months below:

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC
2	2	3	2	3	5	5	6	6	5	3	2

ARTICLE 9 SITE CONDITIONS

9.1 Field Measurements. Before undertaking each part of the construction, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the COUNTY any conflict, error, or discrepancy that the CONTRACTOR or any of its subcontractors or Suppliers may discover and shall obtain a written interpretation or clarification from the COUNTY before proceeding with any Work affected. The CONTRACTOR shall remain liable to the COUNTY for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents prepared by the CONTRACTOR.

9.2 Differing Site Conditions. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the COUNTY in writing of: (A) subsurface or latent physical conditions at the site differing materially from those indicated in this Agreement; or (B) unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in this Agreement. The COUNTY will promptly investigate the conditions, and if it finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly. The CONTRACTOR's failure to provide notice upon discovery of the differing site condition shall waive any entitlement to such an adjustment in the Contract Price or Contract Time.

9.3 Physical Conditions (Including Underground Facilities). The CONTRACTOR shall have full responsibility for physical conditions, and Underground Facilities owned by the COUNTY or others, as shown or indicated in the Contract Documents. The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. The COUNTY shall not be responsible for accuracy or completeness of data, plans, and specifications and the CONTRACTOR shall have full responsibility for checking all information and data. If the Contract Documents necessitate amending to order changes in the Work due to Underground Facilities owned by the COUNTY or others, whether they be shown or indicated or newly discovered, the COUNTY shall authorize the required changes in the Work by Change Order. If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension, or acceleration costs, however caused, except that if the COUNTY and the CONTRACTOR agree that the delays require a change in Contract Time, the COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance, and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others as shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

9.4 Special Requirements for Underground Facilities. The CONTRACTOR shall have full responsibility for the following list. Except as otherwise provided, all costs involved and time required to perform these responsibilities shall be considered as having been included in the Contract Price and in the CONTRACTOR's schedule for the performance of the Work within the Contract Time, even if the Contract Documents need amending to authorize minor deviations or changes in the Work due to those Underground Facilities including utilities.

- A. Field locating any and all Underground Facilities including utilities shown or indicated as to depth and alignment in advance of excavation;
- B. Notifying the COUNTY of any newly discovered Underground Facility and promptly notifying that the COUNTY of that discovery;
- C. Shoring, blocking and protecting Underground Facilities including utilities shown, indicated or discovered;
- D. Coordination, scheduling and sequencing the Work with the COUNTY's of all Underground Facilities shown, indicated or discovered;
- E. Repairing any damage to the satisfaction of the COUNTY, to the extent that the damage was due to the CONTRACTOR's failure to adhere to the requirements, or to the fault or negligence of the CONTRACTOR; and
- F. The safety and protection of any affected the Work, and for repairing any damage done to the work.

9.5 If those Underground Facilities owned by the COUNTY or others cause or will cause delays in the performance or extend completion of all or part of the work, the CONTRACTOR shall absorb all related delay, extension or acceleration costs, however caused, except that if the COUNTY and the CONTRACTOR agree that the delays require a change in Contract Time, the COUNTY shall authorize the necessary change in Contract Time only to the extent that such delays exceed 30 (thirty) days impact to controlling work items. However, an extension in Contract Time, when and if so granted shall be the CONTRACTOR's sole and exclusive remedy with respect to the COUNTY for any delay, disruption, interference, inefficiency, acceleration, extension or hindrance and associated costs, however caused, resulting from variance in the location or configuration of Underground Facilities owned by the COUNTY or others shown or indicated, or from newly discovered Underground Facilities owned by the COUNTY or others.

9.6 Unless it prejudices the Work already excavated and uncovered, the CONTRACTOR shall schedule layout, excavation and uncovering of the Work or Underground Facilities a sufficient time in advance to allow the COUNTY'S design professional's review, and the possible amending or supplementing of the Contract Documents.

ARTICLE 10 INDEMNIFICATION

The CONTRACTOR hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether employees of any tier of the CONTRACTOR, its SUBCONTRACTS, CONSULTANTS or SUPPLIERS or otherwise, and to all property caused by, resulting from, arising out of or occurring in connection with the execution of the Contract, or in preparation for the work and services under this Contract, or any extension, modification, or

amendment thereto by change order to otherwise.

CONTRACTOR hereby agrees to indemnify and hold harmless MARTIN COUNTY, its BOARD OF COUNTY COMMISSIONERS, and its officers and employees from liabilities, damages, lawsuits, and costs, including but not limited to, reasonable attorney's fees and court costs, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in the performance of the Construction Contract.

ARTICLE 11 TERMINATION

11.1 Notwithstanding any other provision of this Contract, the CONTRACTOR may be held in default of its contractual obligation under this Contract if the CONTRACTOR:

1. refuses or fails to supply enough properly skilled workers or proper and sufficient materials and equipment;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the Subcontractors;
3. disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
4. performs Work that does not conform to Work Order requirements;
5. fails to meet the Work Order schedule or fails to make progress on the Work so as to endanger performance of the Work Order;
6. abandons or refuses to proceed with any or all Work; or
7. otherwise breaches, fails to comply fully with, or is in default of any provision of the Contract Documents or Work Order.

11.2 The COUNTY must provide written notice to the CONTRACTOR notifying it that the COUNTY is declaring it in default and providing the CONTRACTOR with three (3) business days after receipt of such written notice of default, to cure such default. In the event that the CONTRACTOR fails to cure the default within the three (3) day default period, the COUNTY may:

1. take possession of the Work site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR;
2. accept assignment of subcontracts pursuant to this Agreement; and
3. finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or
4. terminate the CONTRACTOR and hire a completion CONTRACTOR to finish the Work by whatever reasonable method the COUNTY may deem expedient, and charge all completion costs,

including costs for construction, architectural, engineering, project management, and any other expenses, against any monies owed or to be owed to CONTRACTOR, or back charge CONTRACTOR for any and all such completion costs, or

5. set off any and all such completion costs against any monies then due or to become due on any other projects that the COUNTY has with CONTRACTOR.

11.3 Upon default, CONTRACTOR shall not be entitled to receive further payment until the Work is finished.

11.4 If, after notice of termination, it is determined for any reason that the CONTRACTOR was not in default, or that the delay was excusable under the provisions of the Contract Documents, the rights and obligations of the parties shall be the same as if the notice of termination had been a Termination by the COUNTY for Convenience.

11.5 Pursuant to Section 287.135, Fla. Stat., the COUNTY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification per Section 4.22 of this Agreement; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of this Agreement. As provided in Section 287.135(8), Fla. Stat., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.6 Termination by the COUNTY for Convenience. Notwithstanding any other provision to the contrary in the Contract Documents, the COUNTY reserves the right at any time and in its sole and absolute discretion to terminate the services of the CONTRACTOR with respect to the Work by giving written notice to the CONTRACTOR. In such event, the CONTRACTOR shall be entitled to, and the COUNTY shall reimburse the CONTRACTOR for, an equitable portion of the Contract Price based on the portion of the Work completed prior to the effective date of termination and for any other reasonably expended costs attributable to such termination. However, CONTRACTOR shall not be entitled to receive its anticipated profits for any unperformed Work.

ARTICLE 12 SUSPENSION OF WORK

The COUNTY may, without cause, order the CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the COUNTY may determine.

ARTICLE 13 CHANGES IN THE WORK

13.1 The COUNTY may, at any time or from time to time, order additions, deletions, or revisions in the Work by requesting a proposal from the CONTRACTOR detailing the proposed additions, deletions, or revisions to the Work. The proposal shall include such details as man-hours, man-hour rates, quantities, quantity unit rates, equipment, equipment unit rates, and mark-ups. The CONTRACTOR shall complete and return the proposal to the COUNTY within 10 (ten) days from receipt thereof. The proposal shall include any increases or decreases in Contract Time or Contract Price and shall include any additional modifications required by virtue of the requested change, whether or not such additional modifications were specifically identified in the request for proposal. The proposal may then be: (A) issued as a Change Order in accordance with the provisions of the Contract Documents; (B) modified and thereafter issued as a Change Order in accordance with the provisions of the Contract Documents; or (C) withdrawn.

13.2 The COUNTY may authorize minor changes or alterations in the Work involving minimal cost or time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If the CONTRACTOR believes that any minor change or alterations authorized by the COUNTY entitles it to an increase in the Contract Price or extension of Contract Time, it shall treat the Field Order as a request for proposal and issue a proposal for the change in Contract Price and Contract Time prior to proceeding with the Work covered in the Field Order. The procedures outlined in the Contract Documents shall then be followed. Acceptance of the Final Payment by the CONTRACTOR shall constitute acknowledgment by the CONTRACTOR that all payments due for modifications required under Field Orders have been incorporated into the Final Payment.

13.3 Additional Work performed by the CONTRACTOR without authorization of a written Change Order will not entitle it to an increase in the Contract Price or an extension of the Contract Time.

13.4 It is the CONTRACTOR's responsibility to notify its Surety of any changes affecting the general scope of the Work or change in the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The CONTRACTOR shall furnish proof of such adjustment to the COUNTY.

13.5 The COUNTY may, at any time, without notice to the Surety, by Field Order or by properly executed Change Order, make any change in the Work within the general scope of the Contract Documents, including but not limited to changes:

- A. in the Drawings and designs, and Specifications;
- B. in the method or manner of performance of the Work;
- C. directing acceleration in the performance of the Work.

13.6 Except as herein provided, no order, statement, or conduct of the COUNTY shall be treated as a Change Order or Field Order or entitle the CONTRACTOR to an equitable adjustment hereunder.

13.7 No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

13.8 The value of any Work covered by a Field Order, Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways at the sole discretion of the COUNTY:

- A. where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;
- B. by negotiated lump sum; or
- C. cost plus. If this option is selected, the COUNTY reserves the right to request any and all documentation from the CONTRACTOR in support of its foregoing Actual Costs, and the CONTRACTOR agrees promptly to supply such information.

13.9 For changes in the Work performed by the CONTRACTOR's own forces, the CONTRACTOR shall be entitled to a percentage 10% (ten percent) mark-up for Actual Costs as defined in Section 1.

13.10 For changes in the Work performed by subcontractors: (A) the subcontractor shall be entitled to mark-up the cost of the change(s) by 10% (ten percent); and (B) the CONTRACTOR shall be entitled to mark-up the subcontractor's total by 5% (five percent). The foregoing shall be the maximum amount allowable for subcontractor's and the CONTRACTOR's Actual Costs as defined in Section 1.

ARTICLE 14

MATERIALS, EQUIPMENT AND WORKMANSHIP; SUBSTITUTIONS

14.1 Only new, unused items of recent manufacture, of designated quality, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by COUNTY to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality of the materials supplied nor from any other obligation under the Contract Documents.

14.2 No Work defective in construction or quality, or deficient in meeting any requirement of the Contract Drawings and Specifications will be acceptable regardless of COUNTY'S failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the WORK meeting applicable code requirements relieve CONTRACTOR from responsibility for the quality and securing progress of Work as required by the Contract Documents.

14.3 Prior to proposing any substitute item, CONTRACTOR shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in COUNTY'S interest, and will in no way have a detrimental effect upon the Project completion date and schedule.

14.3.1 The burden of proof of equality of a proposed substitution for a specified item shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates and additional information as may be required by the COUNTY for proposed substitute items as required by the Contract Documents.

14.3.2 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

14.3.3 CONTRACTOR shall allow an additional fifteen (15) days for COUNTY'S review of substitutions. All requests for substitutions with submittal data must be made at least fifty (50) days prior to the time CONTRACTOR must order, purchase or release for manufacture or fabrication. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the Contract. CONTRACTOR shall coordinate the change with all trades and bear the expense for any changes in other parts of the Work caused by any substitutions.

14.3.4 If COUNTY rejects CONTRACTOR'S substitute item on the first submittal, CONTRACTOR may make only one additional request for substitution in the same category. Upon the second request, the CONTRACTOR shall be invoiced the expenses of the COUNTY allocable to the review of such submittal data. The foregoing amounts shall be deducted, as applicable, from the next succeeding partial payment to the CONTRACTOR, or from the final payment.

ARTICLE 15

COMPLIANCE

15.1 All work, labor, materials and equipment provided under each Work order shall be performed in

strict compliance with any and all applicable building and fire, life and safety codes and strictly in accordance with plans and specifications. CONTRACTOR must satisfy itself that the Plans, Drawings and Specifications in fact comply with all applicable codes. CONTRACTOR shall notify COUNTY prior to commencement of Work of any requirement of the plans and specifications not in strict compliance with such codes. There will be no extra payment for compliance to existing codes or any item of interpretation regarding enforcement of existing codes. CONTRACTOR is representing by acceptance of this Agreement that it has thoroughly researched all applicable codes and regulations affecting this Project.

15.2 If, during the term of this Contract, there are any changed or new laws, ordinances or regulations not known or foreseeable at the time of signing this Contract which become effective and which affect the cost or time of performance of the Contract, CONTRACTOR shall immediately notify COUNTY in writing and submit detailed documentation of such effect in terms of both time and cost of performing the Contract. Upon concurrence by COUNTY as to the effect of such changes, an adjustment in the Contract Price and/or time of performance will be made. If any discrepancy or inconsistency should be discovered between the Contract Documents and any law, ordinance, regulation, order or decree, CONTRACTOR shall immediately report the same in writing to COUNTY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the CONTRACTOR was unaware of or failed to investigate the rules, codes, regulations, statutes, and all ordinances of all applicable governmental agencies having jurisdiction over the Project or the Work.

15.3 CONTRACTOR shall give all notices and at all times comply with all applicable laws, codes, ordinances, rules and regulations in effect during the time of performance of the Work.

15.4 CONTRACTOR shall deliver a product which will meet or exceed the Design Criteria package standards, provide a complete and functional facility including but not limited to all necessary interfaces between this facility and adjacent existing facilities, and/or anticipated future facilities. All built-in equipment, systems, controls, devices and finishes necessary for the efficient use and maintenance of the facility and its related site work, except as otherwise noted and/or clarified herein, shall be included in the Work.

ARTICLE 16 NON-DISCRIMINATION

CONTRACTOR covenants and agrees that the CONTRACTOR shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with the respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex, physical handicaps (except where based on a bona fide occupational qualification) marital status, race, color, religion, national origin or ancestry.

ARTICLE 17 DEFECTIVE WORK

17.1 Rejecting Defective Work. The COUNTY shall have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to final acceptance). Such parties shall also have authority to require special inspection or testing of the Work as such parties may individually or severally deem necessary, whether or not the Work is fabricated, installed or completed.

17.2 **Correction of Defective Work.** Upon presentation of a Defective Work Notice to the CONTRACTOR or CONTRACTOR'S Project Superintendent, the CONTRACTOR shall meet within twenty-four (24) hours with the COUNTY, and, at the sole option of COUNTY, the COUNTY'S representative, to discuss a work plan and time-line to correct the defective Work. The CONTRACTOR shall have no more than five (5) working days to begin corrective action and repairs in accordance with the agreed upon schedule; provided, however, all repairs to natural gas, telephone, radio, computer security, water, waste water, electric air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and CONTRACTOR shall complete the repairs in an expeditious manner befitting the nature of the deficiency. If the CONTRACTOR refuses to comply with the twenty four (24) hour meeting requirement, or the agreed upon correction schedule, the COUNTY has the right to do any of the following: (1) correct any Work so performed by the CONTRACTOR and deduct the expenses for doing so from the final payment due the CONTRACTOR, or (2) hold back final payment due CONTRACTOR until such time as the Work is completed to the satisfaction of the COUNTY and in compliance with the Contract Documents. The COUNTY shall have the sole discretion to determine if the Work is satisfactory and in compliance with Contract Documents. The foregoing remedies are not exclusive and the COUNTY reserves the right to pursue any and all other remedies it deems applicable.

ARTICLE 18 BONDS AND INSURANCE

18.1 **Payment and Performance Bonds.** The CONTRACTOR shall, upon execution and return of this Agreement to the COUNTY, furnish a Public Payment Bond and a Performance Bond, pursuant to §255.05, Florida Statutes, in at least an amount equal to the Contract Price, for any Agreement over \$200,000 (two hundred thousand dollars), covering the faithful performance of this Agreement and all the CONTRACTOR's faithful performance and payment of all the CONTRACTOR's obligations under the Contract Documents. The Bonds shall be recorded at the Martin County Clerk of the Circuit Court's Office at the CONTRACTOR's expense. The Surety must be included in the most recent United States Department of the Treasury List of Acceptable Sureties, authorized to issue surety bonds in Florida, and which maintains a surety rating of "A-" or better. A complete copy of the fully executed Payment Bond shall be posted in a conspicuous place at the Project site. If the Surety on any Bond furnished by the CONTRACTOR is declared bankrupt, becomes insolvent, its authorization to do business in the State of Florida is terminated, it ceases to be listed on the United States Department of Treasury List of Acceptable Sureties, or its surety rating ceases to be an "A-" or better, the CONTRACTOR shall within 5 (five) days thereafter substitute another Payment Bond, Performance Bond, and Surety, each of which shall be in accordance with the Contract Documents and acceptable to the COUNTY . An action to enforce any claim against a payment bond must be brought within one year from the last furnishing of labor, services, or materials, or as otherwise stated in §95.11 (5)(e), Florida Statutes. An action to enforce any claim against a performance bond must be brought within five years in accordance with §95.11(2)(b) , Florida Statutes, and applicable case law.

18.2 Insurance

- A. **Certificate of Insurance.** One certified true copy of the policy or policies must be furnished by the CONTRACTOR to the COUNTY prior to commencement of any demolition, Site Work, Site preparation or construction Work. The Certificate(s) of Insurance must state Martin County and its Board of County Commissioners as an Additional Insured on all policies except the Workers Compensation. The statement "Additional Insured" is to be listed in the Description

Block of the Insurance Certificate along with the Project name. The indication that Martin County Board of County Commissioners is a Certificate Holder is not sufficient for this issue. The Additional Insured endorsement must be attached to the Certificate of Insurance and shall include coverage for Completed Operations under the General Liability policy.

- B. General Insurance Requirements. The CONTRACTOR and, where designated, each of its subcontractors and sub-subcontractors shall obtain and maintain during the full duration of the Work required under this Agreement, and through any period of limitation allowed by law for actions for personal injury, bodily injury, disease, death, property damages and other losses or damages required to be insured hereunder, the following insurance coverages, in the type, amounts, terms and in conformance with the following minimum requirements.

(i) All policies and endorsements shall be issued on Insurance Service Office (ISO) forms or on forms providing broader and no less restrictive coverage. Notwithstanding the foregoing, the form and content of all policies and endorsements must be acceptable to the COUNTY. All insurance carriers must carry an A.M. Best Rating of A:IX or better and coverage should apply on a Primary and Noncontributory basis. At the discretion of the COUNTY, other coverage types and /or specific endorsements may be required depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the COUNTY as to form and types of coverage.

(ii) The policy(s) shall provide for 30 (thirty) days prior written notice to the COUNTY, by registered or certified mail, if cancellation or any change that will reduce the coverages required herein.

(iii) The policy(s) shall be written for the Contract Times, commencing with the initial demolition, Site Work and/or Site preparation, and ending at the Final Completion and shall contain an endorsement providing for extension of the policy(s) for up to 2 (two) years. The Products and Completed Operations portions of the General Liability shall extend for a period of 10 (ten) years after the Final Acceptance of the Project by the COUNTY and shall include an "Additional Insured" endorsement.

(iv) All liability policies required herein shall be written on an occurrence basis

(v) The policies shall name the COUNTY, its commissioners and staff as additional insured (including Completed Operations coverage under the General Liability) as their interest may appear under this Agreement.

(vi) All insurers shall agree to waive all rights of subrogation against the COUNTY and each individual member of COUNTY's Board of County Commissioners, Constitutional Officers, or staff.

(vii) It is the responsibility of the CONTRACTOR to ensure any independent contractors and subcontractors utilized on the project also comply with these insurance requirements.

- C. Premiums. The CONTRACTOR shall be solely responsible for payment of all premiums for insurance required under this Agreement and shall be solely responsible for the payment of all deductibles to which such policies are subject.

- D. Specific Insurance Limits

- (i) Workers' Compensation. The CONTRACTOR shall carry Workers' Compensation insurance on behalf of all employees who are required to provide a service under this Agreement, as required by Chapter 440, Florida Statutes, and Employers Liability of limits no less than:

\$ 500,000	each accident
\$ 500,000	disease - policy limit
\$ 500,000	each employee

Should the scope of work performed by the CONTRACTOR qualify its employees for benefits under Federal the Worker's Compensation Statute (i.e. Longshoreman & Harbor the Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

- (ii) Commercial General Liability, with limits of not less than:

\$ 1,000,000	each occurrence
\$ 1,000,000	personal/advertising injury
\$ 2,000,000	products/completed operations (per project aggregate)
\$ 2,000,000	general aggregate (per project aggregate)
\$ 100,000	fire damage legal (any 1 fire)
\$ 10,000	medical expense (any 1 person)

Coverage to include include bodily injury, property damage liability, personal and advertising injury, products and completed operations, fire damage legal liability and medical expense coverage. Contractual Liability is to be included to cover the hold harmless agreement set forth in the Agreement. Coverage is to extend to independent contractors and fellow employees. XCU coverage is to be included. Coverage is to include a cross liability or severability of interest provision as provided under the standard ISO form separation of insureds clause. There should be no "damage to your work" exclusion for work performed by subcontractors. Policy is to include coverage for pollution release at project location in which the insured is performing non-environmental operations. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire. If the project involves environmental exposures, Environmental Impairment Liability coverage shall be maintained.

- (iii) Automobile Liability - \$1,000,000 (one million dollars) Combined Single Limit coverage for all owned, hired, leased and non-owned vehicles.

- (iv) Umbrella Liability - to include the Employers Liability, general liability and automobile in underlying policy schedule, with limits of not less than \$1,000,000 (one million dollars).

- (v) Hazardous Material - if the Work being performed involves hazardous materials, the need to procure appropriate insurance coverage will be addressed in a modification to the Agreement. However, if hazardous materials are identified while carrying out this Agreement, no further the Work is to be performed in the area of the hazardous material until the COUNTY has been consulted as to the need to procure and maintain such coverage.

- E. Waiver of Subrogation. The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, 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 the 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.

ARTICLE 19

PERFORMANCE GUARANTEE AND WARRANTY

19.1 All materials and equipment incorporated into any Work shall be warrantied and guaranteed as new quality and of the highest grade of quality for their intended use. All Work shall be performed in good workmanship and shall be in accordance with all Contract Documents and industry standards. The Work shall be functionally sound, technically proficient, developed with structural integrity, and shall be in compliance with all governing laws, regulations, and applicable codes. The CONTRACTOR warrants all Work against defects for a period of 1 (one) year (unless longer guarantees or warranties are provided for elsewhere in the Agreement or at law, in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the Work was performed by the CONTRACTOR or any of its subcontractors.

19.2 If defects are identified during the warranty period, the CONTRACTOR shall repair or replace the defect and cure such defect within 48 (forty-eight) hours of receipt of written notice. The CONTRACTOR warrants such repaired or replaced Work for a period of 1 (one) year from the completion of the warranty work or the warranty period specified, whichever is longer. Should the CONTRACTOR fail to timely cure such defects, the COUNTY may proceed to perform the work at the CONTRACTOR's expense and may back charge the CONTRACTOR for all costs associated with the work.

19.3 The CONTRACTOR agrees to require that all of its subcontractors, suppliers, and materialmen provide warranties in their agreements at least sufficient to satisfy the CONTRACTOR's obligations in this Agreement and the CONTRACTOR shall assign all such warranties to the COUNTY as a condition precedent to the receipt of Final Payment. The CONTRACTOR agrees to defend and indemnify the COUNTY against all fees and costs should the CONTRACTOR fail to obtain the warranty protections required herein.

19.4 For all equipment that has a manufacturer's warranty, the CONTRACTOR shall assign such warranty to the COUNTY. The manufacturer's warranty period shall be concurrent with the CONTRACTOR's warranty to the COUNTY. In the event that the equipment manufacturer or supplier is unwilling to provide such a warranty, the CONTRACTOR shall obtain a 2 (two) year equipment warranty commencing at the time of acceptance of the equipment by the COUNTY.

ARTICLE 20

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

20.1 Documents and Samples at the Site. From and after commencement of the Construction of the Work, the CONTRACTOR shall maintain at the site one record copy of the Construction Documents and any and all amendments thereto, in good order and marked, to record changes to the Contract Documents as approved during the construction of the Project. In addition, the CONTRACTOR shall maintain at the site approved shop drawings, product data, samples, and similar required submittals. These shall be provided to the COUNTY upon completion of the Work.

20.2 Shop Drawings, Product Data and Samples.

- A. Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the CONTRACTOR proposes to conform the construction to the Contract Documents.
- B. The CONTRACTOR shall review and take appropriate action upon Shop Drawings, Product Data, Samples, and similar submittals. The COUNTY shall review Shop Drawings, Product Data, Samples, and similar submittals for compliance with the Design Documents and shall provide comments, if any, within 15 (fifteen) days of receiving such documents.
- C. The CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by the COUNTY's approval of Shop Drawings, Product Data, Samples, or similar submittals unless the CONTRACTOR has specifically informed the COUNTY of such deviation at the time of the submittal and the COUNTY has given written approval to the specific deviation. The CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals to the COUNTY for approval thereof.

ARTICLE 21 SAFETY

21.1 The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The CONTRACTOR shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the COUNTY and users who may be affected thereby.

21.2 All the Work, whether performed by the CONTRACTOR, its subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

1. all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970 and the Trench Safety Act, as amended and all state, Martin County and, where the Project is located in a municipality, municipal, rules and regulations now or hereinafter in effect; and

2. all codes, rules, regulations and requirements of the COUNTY and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

21.3 Should the CONTRACTOR fail to provide a safe area for the performance of the Work or any portion thereof, the COUNTY shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the CONTRACTOR.

21.4 The CONTRACTOR shall provide, or cause to be provided, to each worker on the Work site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Work site who fails or refuses to use the same. The COUNTY shall have the right, but not the obligation,

to order the CONTRACTOR to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the CONTRACTOR shall promptly comply.

21.5 Emergencies. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act, at its discretion, to prevent threatened damage, injury or loss. If the CONTRACTOR believes that additional Work done by it in an emergency which arose from causes beyond its control entitles it to an increase in the Contract Price or an extension of the Contract Time, it may make a claim therefore as provided in the Contract Documents.

ARTICLE 22

PROTECTION OF WORK AND PROPERTY

22.1 The CONTRACTOR: (A) shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause; (B) shall protect the property of the COUNTY and third parties from loss or damage from whatever cause arising out of the performance of the Agreement; and (C) shall comply with the requirements of the COUNTY and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to the property. The COUNTY, its insurance carriers or representatives, may, but shall not be required to, make periodic patrols of the Work site as a part of its normal safety, loss control, and security programs. In such event, however, the CONTRACTOR shall not be relieved of its aforesaid responsibilities and the COUNTY shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the CONTRACTOR by this Agreement.

22.2 Before the CONTRACTOR disposes of any existing improvements or equipment which are to be removed as a portion of the Work, and for which disposition is not specifically provided for elsewhere in the Contract Documents, CONTRACTOR shall contact the COUNTY and determine if the removal items are to be salvaged. Items to be salvaged by the COUNTY shall be neatly stockpiled or stored in a neat and acceptable manner at the construction site easily accessible to the COUNTY. Equipment and materials which will not be salvaged by the COUNTY shall become the property of the CONTRACTOR to be removed from the site and disposed of in an acceptable manner. To the extent CONTRACTOR intends to temporarily store materials at a site near or adjacent to the Project site prior to ultimate removal or disposal, CONTRACTOR must first obtain written authorization from the COUNTY, as well as, the property owner.

22.3 Preservation of Trees. Those trees which are designated on the Drawings for preservation shall be carefully protected from damage. The CONTRACTOR shall erect and maintain such protections such as barricades, guards, and enclosures as is necessary for the protection of the trees during all construction operations. CONTRACTOR shall replace any and all trees damaged during construction activities (other than trees specified to be removed) at no expense to the COUNTY.

22.4 Preservation of Private Property. The CONTRACTOR shall exercise extreme care to avoid unnecessary disturbance of private property as applicable. Trees, shrubbery, gardens, lawn and other landscaping that must be removed shall be replaced and replanted to restore the construction easement to the condition existing prior to construction. All soil preparation procedures and replanting operations shall be under the supervision of a nurseryman experienced in such operations. Any vegetation requiring relocation, temporary or otherwise, which is damaged or destroyed, shall be replaced at no cost to the

COUNTY. CONTRACTOR shall replace any and all such vegetation damaged during construction activities (other than vegetation specified to be removed) at no expense to the COUNTY.

22.5 Until final acceptance of the Work by the COUNTY pursuant to this Contract, the CONTRACTOR shall have full and complete charge and care of and, except as otherwise provided in this subparagraph, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including COUNTY -furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever.

22.6 Existing manholes, fire alarms, etc., shall not be obstructed by CONTRACTOR, unless called for in the Contract Documents. CONTRACTOR is to make no connections to or operate valves on water mains or otherwise interfere with the operation of the water system, without first giving written approval from the appropriate governmental entity.

ARTICLE 23 TESTS AND INSPECTIONS

23.1 If any Work (including the work of others) that is to be inspected, tested, or approved is covered without written concurrence of the COUNTY, it must be uncovered for observation if requested by the COUNTY. Such uncovering shall be at the CONTRACTOR's expense.

23.2 The CONTRACTOR shall be liable for any additional testing or inspections necessitated by defective work performed or materials supplied by the CONTRACTOR or by any of its subcontractors or vendors of any tier.

ARTICLE 24 UTILITY COORDINATION

24.1 The CONTRACTOR shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, cable television, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or the CONTRACTOR shall be solely responsible for coordinating their relocation. The CONTRACTOR shall give all proper notices, shall comply with requirements of such parties in the performance of its Work, shall permit entrance of such parties on the Work site in order that they may perform their necessary Work, and shall pay all charges and fees made by such parties for this Work. The CONTRACTOR'S attention is called to the fact that there may be delays on the Project due to Work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.

24.2 At all points where the Work constructed by CONTRACTOR connects to existing utilities and services, the actual Work of making the necessary connection to the existing service or utility shall be arranged for by CONTRACTOR at no expense to COUNTY (unless specifically indicated otherwise). Services and utilities included within (but not limited to) this responsibility are roads, ditches, electrical, sewer, mechanical utilities, water, fencing, etc. Connections shall be made at a time that will result in the least possible interference with existing services.

24.3 FPL calls attention to the fact that there may be energized, high voltage electric lines, both overhead and underground, located in the area of this Project. The CONTRACTOR must visually survey the area and take the necessary steps to identify all overhead and underground facilities prior to commencing construction to determine whether the construction of any proposed improvements will bring any person, tool, machinery, equipment, or object closer to FPL's power lines than the OSHA-prescribed limits. If the CONTRACTOR identifies such, it shall re-design the Project to allow for safe construction given the pre-existing power line location, or make arrangements with FPL to, either deenergize and ground its facilities, or relocate them. The CONTRACTOR must do this before allowing any construction near power lines. If it is necessary for the CONTRACTOR and/or subcontractor to operate or handle cranes, digging apparatus, draglines, mobile equipment, or any other equipment, tools or materials in such a manner that they might come closer to underground or overhead power lines than is permitted by local, state or federal regulations, the CONTRACTOR or subcontractor must notify FPL in writing of such planned operation prior to the commencement thereof and make all necessary arrangements with FPL in order to carry out the work in a safe manner. Any work in the vicinity of the electric lines should be suspended until these arrangements are finalized and implemented. The CONTRACTOR shall be required to complete a "Notification of FPL Facilities" form prior to the commencement of the Work.

ARTICLE 25 HAZARDOUS MATERIALS

CONTRACTOR shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The CONTRACTOR will notify the COUNTY immediately if explosive or hazardous materials are encountered on the Project site. Transporting explosive or hazardous materials onto the site will require prior written approval from the COUNTY. CONTRACTOR shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of its work. In the event that hazardous material is improperly handled or stored by the CONTRACTOR, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, CONTRACTOR shall immediately notify the COUNTY and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the CONTRACTOR'S sole cost and expense.

ARTICLE 26 AUDIT

The CONTRACTOR agrees that the COUNTY, or any of its duly authorized representatives, shall have access to and the right to examine any and all books, documents, papers, and records of the CONTRACTOR, and may at its option conduct an audit of the CONTRACTOR's financial books and records concerning this the Project. The CONTRACTOR agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto, which are found on the basis of audit examination, to constitute non-allowable costs under this Agreement. The CONTRACTOR shall promptly refund by check payable to the COUNTY the amount of such reduction of payments. All required records shall be maintained until the latter of the completion of the audit and all questions arising therefore are resolved, or six (6) years after completion of the Work and issuance of the Final Payment.

ARTICLE 27 PUBLIC RECORDS

27.1 The CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically Contractor shall:

27.1.1 Keep and maintain public records required by the County to perform the Agreement.

27.1.2. Upon request from the County's custodian of public records, provide the County 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, Fla. Stat. or as otherwise provided by law.

27.1.3. 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 the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the County.

27.1.4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the CONTRACTOR or keep and maintain public records required by the County to perform the Agreement. If the CONTRACTOR transfers all public records to the County upon completion of the Agreement, 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 Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

27.2 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 AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

27.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

ARTICLE 28 ASSIGNMENT

28.1 The COUNTY and the CONTRACTOR each binds itself, its officers, directors, qualifying agents, partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Agreement.

28.2 CONTRACTOR shall not assign, transfer, convey or otherwise dispose of the contract or its right,

title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the COUNTY and sureties.

28.3 If for any reason the COUNTY terminates its agreement with the CONTRACTOR, the CONTRACTOR hereby assigns this Agreement to the COUNTY. CONTRACTOR shall include in each of its subcontracts language that requires its Subcontractors to agree to such assignment and to perform their responsibilities and to fully complete the work required by this Contract directly for the COUNTY.

ARTICLE 29 ATTORNEY'S FEES AND COSTS

29.1 In the event the CONTRACTOR defaults in the performance of any of the terms, covenants, and conditions of this Agreement, the CONTRACTOR agrees to pay all damages and costs incurred by the COUNTY in the enforcement of this Agreement, including reasonable attorney's fees, expert fees, court costs, and all expenses, including but not limited to any costs from any state court or federal court proceedings, whether in a trial court or in an appellate court.

29.2 Except as otherwise provided in this Agreement, the parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

ARTICLE 30 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing in at least one of the following methods:

- (a) Certified United States Mail, postage prepaid, return receipt requested; or
- (b) Overnight courier, such as by FedEx or UPS, with a request for receipt acknowledgment; or
- (c) Hand-delivery to a person authorized to accept delivery of notice with a request for a receipt acknowledgment; or
- (d) Email if and only if agreed to in advance by COUNTY and CONTRACTOR in writing specifying the email addresses, and if so agreed, the email shall a request receipt acknowledgement.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Martin County Purchasing Division
2401 SE Monterey Rd.
Stuart, FL 34996

WITH A COPY TO:

County Attorney

Martin County
2401 SE Monterey Rd.
Stuart, FL 34996

FOR CONTRACTOR:

Ferreira Construction Southern Division Co., Inc.
13000 SE Flora Ave.
Hobe Sound, Florida 33455

CONTRACTOR shall be required to notify the County, in writing, whenever there is a change in the address of CONTRACTOR (to the place) for which notice is to be sent (giving notice), as required in this section. In the event CONTRACTOR fails to maintain a current address on record with the County as required herein, County shall be deemed to have notified CONTRACTOR by using the last known address on record and County shall not have any responsibility or obligation to investigate the validity of the address that CONTRACTOR has provided. As a result, CONTRACTOR agrees to hold County harmless and defend same for any action or occurrence or non-occurrence as a result of CONTRACTOR not receiving notice due to CONTRACTOR's failure to update its address for notification.

All notices sent in accordance with this section shall be deemed to be effective upon receipt or refusal of same unless otherwise expressly provided in this Agreement.

**ARTICLE 31
RESOLUTION OF CLAIMS AND DISPUTES**

31.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 (fifteen) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator. If a party fails to comply with this section, including, but not limited to, filing a lawsuit without mediating before filing the lawsuit, the party in violation shall be liable for the reasonable attorneys' fees and costs of the other party in enforcing this provision, and such amounts shall be awarded by the Court.

31.2 Law, Jurisdiction, Venue, Waiver of Jury Trial. This agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Nineteenth Judicial Circuit in and for Martin County, Florida. If any claim arising from, related to or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HERETO EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO AN ADVISORY JURY. If a party fails to withdraw a request for jury trial or for an advisory jury in a lawsuit arising out of this agreement after written notice by the other party of a violation of this section, the party making the request for jury trial or advisory jury shall be liable for the reasonable attorneys' fees and court costs of the other party in contesting the request for jury trial or advisory jury, and such amounts shall be awarded by the Court in adjudicating the motion.

31.3 Certified claims. If CONTRACTOR submits a claim seeking an increase in the Contract Price in the amount of ten percent (10%) or more of the Contract Price, an increase in the Contract Time for substantial or final completion by more than thirty (30) days, or both, upon the request of the COUNTY in its sole discretion, CONTRACTOR shall, within thirty (30) days, submit to COUNTY a “certified claim,” that is, a claim made in writing under oath by a person duly authorized by the CONTRACTOR, and shall contain a statement that:

- (i) The claim is made in good faith;
- (ii) The claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- (iii) The amount of the claim accurately reflects the amount that the claimant believes is due from the COUNTY; and
- (iv) The certifying person is duly authorized by the claimant to certify the claim.

FAILURE TO PROVIDE THE REQUESTED CERTIFICATION WITHIN THE PRESCRIBED PERIOD OF THIRTY (30) DAYS SHALL CONSTITUTE A FORFEITURE OF THE ENTIRE CLAIM.

31.4 False, fraudulent, or inflated claim. If a court finds a certified claim is false, fraudulent, or inflated, whether in whole or in part, CONTRACTOR shall:

- (i) Be liable to the COUNTY for an amount equal to three (3) times the amount of the claim that is false, fraudulent, or inflated;
- (ii) Immediately, fully, and irrevocably forfeit the entire amount of the claim;
- (iii) Be liable to the COUNTY for all costs and fees (including, without limitation, reasonable attorneys’ fees, court costs, expert fees, and consulting fees) incurred by the COUNTY to review, defend, and evaluate the claim; and
- (iv) Be subject to debarment from COUNTY contracting for a period not to exceed five (5) years.

31.5 Innocent claimant, notice. Notwithstanding the foregoing, CONTRACTOR is an innocent claimant and not liable for a false, fraudulent, or inflated claim if CONTRACTOR submitted a certified claim to the COUNTY reasonably believing that such claim was free of any material misstatements, or any exaggerated, inflated, or unsubstantiated assertions or damages and had no reasonable basis to doubt the truth, veracity, or accuracy of such claim at the time it was submitted, and within fifteen (15) days of discovering the falsity of the claim, took immediate steps to modify, correct, or withdraw such claim and provided the COUNTY with immediate written notice thereof.

ARTICLE 32 MISCELLANEOUS

32.1 Taxes. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The CONTRACTOR shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The CONTRACTOR shall be responsible for payment

of all federal, state, and local taxes and fees applicable to the Work and same shall be included in the Contract Price.

32.2 Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the Agreement.

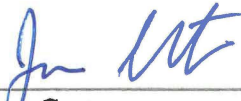
32.3 Entirety of Agreement. All prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein are merged into this Agreement. No modification, amendment or alteration of this Agreement may be made unless made in writing pursuant to the terms of this Agreement.

32.4 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, then the remaining provisions survive and are fully binding and enforceable.

32.5 Copies. Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original. Faxed, photostatic, or electronically scanned copies of the fully executed Agreement shall be as effective and authentic as the original for any purpose including but not limited to the enforcement of any provision of this Agreement.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY


James Gorton
Public Works Director

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**


Don G. Donaldson, P.E.
Deputy County Administrator

**FERREIRA CONSTRUCTION
SOUTHERN DIVISION CO., INC.**


John Ciabattari
Vice President

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**


Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

A continuing services contract to provide all labor, materials, equipment and services necessary for countywide miscellaneous roadway construction/maintenance projects, miscellaneous drainage construction/maintenance projects, stormwater management facility construction & maintenance activities, trailhead area construction projects, parks facility site construction, and other miscellaneous construction projects as needed.

Liquidated damages shall be determined on a project-by-project basis and identified in the Work Order.

It is the County's intent to award five (5) or more contracts. Proposals shall be requested on a project-by-project basis, based on lowest unit prices and Contractor availability and a Purchase Order sent to the Contractor before any work begins. Items incidental to the project but not included in the attached bid schedule shall be allowed under this contract.

Work Orders \$200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be required for all Work Orders \$200,000 or greater (or otherwise indicated) and shall be recorded in the public records of Martin County. A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

CONTRACT

The Term of the Contract shall be for a period of three (3) years provided both parties are in agreement and there are no changes to the terms and conditions. Price escalations will be considered at the end of each year and must be documented with written verifications of industry price increases. The County shall reserve the right to terminate the Contract in accordance with the provisions under the Terms & Conditions herein. The contract may be renewed for two (2) additional 1-year terms, at the County's sole discretion, for a total maximum term of five (5) years. The awardee agrees to this condition by signing their bid.

The maximum total value of this contract shall not exceed \$30,000,000 to all vendors over a maximum five (5) year period.

Martin County will not be held to any minimum/maximum quantities or dollars during the term of Contract.

BID FORM NOTES

1. Pay items: pay items to include any costs for administrative, supervision, mobilization, maintenance of traffic, debris removal, pollution, control/abatement and other incidentals necessary for complete installation of each item. Asphalt prices to be FDOT approved design mix, plant mix, in place. These prices are for various projects located within Martin County having normal accessibility.
2. Exfiltration Trench / French Drain pay items are per Standard Plans for Road Construction Index No. 443-001 and shall include all excavation, filter fabric, #4 stone, and pipe.

3. Standard Specifications: unless otherwise specifically noted for a pay item, the governing specifications for this agreement are the latest edition of the FDOT's Standard Plans for Road and Bridge Construction (latest edition).
4. Survey monuments: Permanent county reference points or any other survey monuments public or private damaged during prosecution of the work shall be re-established by a licensed Florida professional land surveyor at Contractor's expense prior to final payment to the Contractor.
5. Pipe joints: all pipe joints shall be wrapped in filter fabric for a minimum of twenty-four (24") inches from the band or joint or bell/spigot as applicable. All pipe joints are to be inspected by County authorized inspectors prior to backfill.
6. Structures: Catch Basins / Manholes – all collars and added sections shall have peel & stick covering joints (overlapping 1' on each side).
7. Maintenance of Traffic: Contractor shall comply with all municipal, county, state and federal laws and regulations in the use of streets and highways for protection of work and public safety. Maintenance of Traffic shall be in accordance with the most restrictive guidelines of the FDOT Standard Plans Index (102-600 thru 102-670), formerly known as the FDOT Design Standards Index (600 series), and the Manual on Uniform Traffic Control Devices (MUTCD) (latest edition). Contractor shall supply a Maintenance of Traffic plan via submittal prior to commencement of work activity as required in section 7.2 or as requested by the Engineer.
8. Material certifications: submittals/Shop Drawings for all proposed materials shall be submitted and approved by the County prior to installation.
9. Payment: verifying contract compliance and release of liens from sub-contractors and material suppliers must be submitted prior to or with the pay request.

PROPOSED PROJECTS:

The following is a list of proposed roadway, drainage, and park capital improvement projects in the next five (5) fiscal years. They are not necessarily in order of work assignment. The actual neighborhood restoration projects contained in this list will be determined by the availability of funds.

Other assignments with a value of less than \$300,000 not listed below may also be conducted under this contract.

Neighborhood Restoration project scope includes, but is not limited to, the replacement of drainage structures, regrading of drainage swales, installation of sewer force main, pavement milling and resurfacing, signage, and replacement of sidewalk and other ancillary items within the neighborhood.

PROJECT NAME	ESTIMATED COST
Beau Rivage Neighborhood Improvements	\$1,600,000
Coral Gardens Neighborhood Restoration	\$1,449,000
Dixie Park Neighborhood Restoration	\$1,184,000
Hobe Hills Neighborhood Restoration	\$1,630,000
Jensen Beach Neighborhood Restoration (Phase II)	\$1,896,000
Leilani Heights Neighborhood Restoration	\$1,492,000
New Monrovia/Cove Ridge Neighborhood Restoration	\$1,523,000
Old Palm City North Neighborhood Restoration	\$1,489,000
Golden Gate Neighborhood Restoration – Phase III Improvements	\$500,000
Savannah Road Sidewalks & Intersection Modifications	\$950,000
Shell Avenue Realignment	\$700,000
South Fork Neighborhood Restoration	\$1,710,000
SPS/Manatee Business Park Restoration	\$1,454,000
Tropic Vista Neighborhood Restoration	\$1,502,000
Zeus Park Neighborhood Restoration	\$1,794,000
Port Salerno Peninsula Neighborhood Improvements	\$1,189,000
SW Cargo Way Extension	\$700,000
Citrus Grove Park Field Expansion	\$1,200,000
Charlie Leighton Park Renovation	\$1,500,000
Citrus Grove Park Field Expansion	\$1,200,000
Pineapple Park Master Plan Improvements	\$600,000
Timer Powers Park Master Plan Improvements	\$600,000
Justin Wilson Master Plan Improvements	\$600,000
IRSP Mansion/Sailing Center Parking Lot	\$650,000
Langford Park Improvements & Sewer Connection	\$600,000
Indian Riverside Park North Parking Lot Expansion	\$1,100,000

EXHIBIT B

SAMPLE WORK ORDER



RFB#

INFRASTRUCTURE CONSTRUCTION & MAINTENANCE

WORK ORDER NO. _____

Pursuant to that certain Contract ("**Contract**") between Martin County ("**County**") and _____ ("**Contractor**") dated _____, **Contractor** hereby agrees to provide the services specified on Exhibit "A", under the terms and conditions and at a cost of \$_____ all as more specifically described in Exhibit "A", attached hereto and incorporated by this reference. The terms of the **Contract** shall be deemed to be incorporated in each individual Work Order as if fully set forth herein.

Substantial Completion Time: _____ calendar days

Final Completion Time: _____ calendar days

Liquidated Damages: \$_____ per day

IN WITNESS WHEREOF, the **County** and the **Contractor** have executed this Work Order effective this _____ day of _____ 20_____.

(CONTRACTOR NAME)

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

(Name)
(Title)

Department Director Name
Title

Work orders \$200,000 or greater (or otherwise indicated)

Payment & Performance Bonds shall be recorded in the public records of Martin County. **A certified copy of completed and recorded bonds must be delivered to and accepted by the County (Attn: Purchasing Division / pur_div@martin.fl.us) prior to commencement of the Work.** Bond premiums shall be paid by Contractor. Bonds shall be on the form provided by the County and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

EXHIBIT C

RFB2021-3313 INFRASTRUCTURE CONSTRUCTION & MAINTENANCE (ADDENDUM #4)

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
MATERIALS (FURNISH & INSTALL)					
1	12" x 18" Elliptical RCP	1,000	LF	\$ 61.65	\$ 61,650.00
2	14" x 23" Elliptical RCP	500	LF	\$ 68.95	\$ 34,475.00
3	19" x 30" Elliptical RCP	200	LF	\$ 90.75	\$ 18,150.00
4	24" x 38" Elliptical RCP	200	LF	\$ 116.90	\$ 23,380.00
5	29" x 45" Elliptical RCP	100	LF	\$ 169.65	\$ 16,965.00
6	34" x 53" Elliptical RCP	100	LF	\$ 221.60	\$ 22,160.00
7	38" x 60" Elliptical RCP	100	LF	\$ 257.10	\$ 25,710.00
8	Mitered End Section (12" x 18" Elliptical RCP)	20	EA	\$ 1,982.05	\$ 39,641.00
9	Mitered End Section (14" x 23" Elliptical RCP)	16	EA	\$ 2,042.10	\$ 32,673.60
10	Mitered End Section (19" x 30" Elliptical RCP)	6	EA	\$ 2,172.15	\$ 13,032.90
11	Mitered End Section (24" x 38" Elliptical RCP)	6	EA	\$ 2,342.20	\$ 14,053.20
12	Mitered End Section (29" x 45" Elliptical RCP)	6	EA	\$ 3,772.90	\$ 22,637.40
13	Mitered End Section (34" x 53" Elliptical RCP)	2	EA	\$ 4,323.20	\$ 8,646.40
14	Mitered End Section (38" x 60" Elliptical RCP)	2	EA	\$ 4,873.45	\$ 9,746.90
15	15" RCP	1,000	LF	\$ 49.95	\$ 49,950.00
16	18" RCP	1,000	LF	\$ 56.70	\$ 56,700.00
17	24" RCP	1,000	LF	\$ 69.70	\$ 69,700.00
18	30" RCP	100	LF	\$ 98.75	\$ 9,875.00
19	36" RCP	200	LF	\$ 127.20	\$ 25,440.00
20	48" RCP	200	LF	\$ 177.50	\$ 35,500.00
21	54" RCP	100	LF	\$ 226.10	\$ 22,610.00
22	60" RCP	100	LF	\$ 293.45	\$ 29,345.00
23	66" RCP	100	LF	\$ 344.55	\$ 34,455.00
24	72" RCP	100	LF	\$ 453.60	\$ 45,360.00
25	78" RCP	100	LF	\$ 640.95	\$ 64,095.00
26	84" RCP	100	LF	\$ 640.95	\$ 64,095.00
27	Mitered End Section (15" RCP)	30	EA	\$ 1,902.00	\$ 57,060.00
28	Mitered End Section (18" RCP)	30	EA	\$ 2,065.30	\$ 61,959.00
29	Mitered End Section (24" RCP)	30	EA	\$ 2,365.35	\$ 70,960.50
30	Mitered End Section (30" RCP)	8	EA	\$ 3,468.50	\$ 27,748.00
31	Mitered End Section (36" RCP)	10	EA	\$ 3,149.05	\$ 31,490.50
32	Mitered End Section (48" RCP)	10	EA	\$ 5,680.10	\$ 56,801.00
33	Mitered End Section (54" RCP)	2	EA	\$ 7,543.80	\$ 15,087.60
34	Mitered End Section (60" RCP)	2	EA	\$ 9,063.80	\$ 18,127.60
35	Mitered End Section (66" RCP)	2	EA	\$ 10,597.65	\$ 21,195.30
36	Mitered End Section (72" RCP)	2	EA	\$ 12,020.85	\$ 24,041.70
37	Mitered End Section (78" RCP)	2	EA	\$ 21,317.30	\$ 42,634.60
38	Mitered End Section (84" RCP)	2	EA	\$ 21,425.40	\$ 42,850.80
39	Corrugated Aluminum Pipe (CAP), 15"	200	LF	\$ 54.85	\$ 10,970.00
40	Corrugated Aluminum Pipe (CAP), 18"	200	LF	\$ 59.00	\$ 11,800.00
41	Corrugated Aluminum Pipe (CAP), 24"	200	LF	\$ 70.85	\$ 14,170.00
42	Corrugated Aluminum Pipe (CAP), 30"	200	LF	\$ 92.75	\$ 18,550.00
43	Corrugated Aluminum Pipe (CAP), 36"	200	LF	\$ 104.35	\$ 20,870.00
44	Mitered End Section (15" CAP)	6	EA	\$ 1,819.60	\$ 10,917.60
45	Mitered End Section (18" CAP)	6	EA	\$ 1,819.60	\$ 10,917.60
46	Mitered End Section (24" CAP)	6	EA	\$ 1,966.10	\$ 11,796.60
47	Mitered End Section (30" CAP)	6	EA	\$ 1,599.10	\$ 9,594.60
48	Mitered End Section (36" CAP)	6	EA	\$ 2,526.50	\$ 15,159.00
49	15" HDPE, Perforated Pipe	50	LF	\$ 87.65	\$ 4,382.50
50	15" HDPE	200	LF	\$ 52.70	\$ 10,540.00
51	18" HDPE	200	LF	\$ 62.25	\$ 12,450.00
52	24" HDPE	100	LF	\$ 76.40	\$ 7,640.00
53	CAP Ultra Flo liner for 15" pipe	500	LF	\$ 109.35	\$ 54,675.00
54	CAP Ultra Flo liner for 18" pipe	500	LF	\$ 114.40	\$ 57,200.00
55	CAP Ultra Flo liner for 24" pipe	500	LF	\$ 124.05	\$ 62,025.00
56	CAP Ultra Flo liner for 30" pipe	100	LF	\$ 160.75	\$ 16,075.00
57	CAP Ultra Flo liner for 36" pipe	200	LF	\$ 172.00	\$ 34,400.00
58	CAP Ultra Flo liner for 42" pipe	200	LF	\$ 217.40	\$ 43,480.00
59	CAP Ultra Flo liner for 48" pipe	100	LF	\$ 239.90	\$ 23,990.00
60	CAP Ultra Flo liner for 54" pipe	100	LF	\$ 271.20	\$ 27,120.00
61	CAP Ultra Flo liner for 60" pipe	50	LF	\$ 306.85	\$ 15,342.50
62	CAP Ultra Flo liner for 66" pipe	50	LF	\$ 322.10	\$ 16,105.00
63	CAP Ultra Flo liner for 72" pipe	100	LF	\$ 337.65	\$ 33,765.00
64	CAP Ultra Flo liner for 78" pipe	50	LF	\$ 389.75	\$ 19,487.50
65	CAP Ultra Flo liner for 84" pipe	50	LF	\$ 408.50	\$ 20,425.00
66	Grout (pumped to fill void between liner and pipe)	250	CY	\$ 212.20	\$ 53,050.00
67	Cure in place liner for 15" pipe	500	LF	\$ 105.20	\$ 52,600.00
68	Cure in place liner for 18" pipe	500	LF	\$ 116.90	\$ 58,450.00
69	Cure in place liner for 24" pipe	500	LF	\$ 128.55	\$ 64,275.00
70	Cure in place liner for 30" pipe	100	LF	\$ 163.65	\$ 16,365.00

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INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
(ADDENDUM #4)**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
71	Cure in place liner for 36" pipe	200	LF	\$ 222.05	\$ 44,410.00
72	Cure in place liner for 42" pipe	200	LF	\$ 274.65	\$ 54,930.00
73	Cure in place liner for 48" pipe	100	LF	\$ 321.40	\$ 32,140.00
74	Cure in place liner for 54" pipe	100	LF	\$ 444.15	\$ 44,415.00
75	Cure in place liner for 60" pipe	50	LF	\$ 502.60	\$ 25,130.00
76	Cure in place liner for 66" pipe	50	LF	\$ 724.65	\$ 36,232.50
77	Cure in place liner for 72" pipe	100	LF	\$ 835.70	\$ 83,570.00
78	Cure in place liner for 78" pipe	50	LF	\$ 993.45	\$ 49,672.50
79	Cure in place liner for 84" pipe	50	LF	\$ 1,227.25	\$ 61,362.50
80	Manholes, P-7, <10'	2	EA	\$ 5,690.80	\$ 11,381.60
81	Yard Drain Inlet, 12" Inline Drain ADS 2712AG or Equal With 24" x 24" x 4" Concrete Collar	10	EA	\$ 1,608.40	\$ 16,084.00
82	Manhole Adjustment +/- 1.5', FDOT Standard Plans Index No. 425-001, Brick or Concrete	10	EA	\$ 1,772.80	\$ 17,728.00
83	Manhole Adjustment w/ Rings	10	EA	\$ 1,452.80	\$ 14,528.00
84	Utility Valve Adjustment w/ Rings	10	EA	\$ 1,452.80	\$ 14,528.00
85	Utility Valve Adjustment; Excavate & Raise w/ 12x12 Concrete Pad	10	EA	\$ 1,500.25	\$ 15,002.50
86	Connect Pipe to Existing Inlet - Inlet Connection Modification	25	EA	\$ 1,398.60	\$ 34,965.00
87	Structure Bottom Type P (4' Dia. x 6' Avg. Depth)	4	EA	\$ 3,061.35	\$ 12,245.40
88	Curb Inlet (Type 1 or 3)	2	EA	\$ 8,602.25	\$ 17,204.50
89	Curb Inlet (Type 2 or 4)	2	EA	\$ 8,602.25	\$ 17,204.50
90	Type C Inlet, Average 5'-0" Depth	15	EA	\$ 3,715.10	\$ 55,726.50
91	Type E Inlet, Average 5'-0" Depth	15	EA	\$ 3,985.35	\$ 59,780.25
92	Type H Inlet, < 10', 2 & 3 Grate	15	EA	\$ 10,476.00	\$ 157,140.00
93	Type G Inlet, < 10'	15	EA	\$ 9,725.60	\$ 145,884.00
94	6' x 6' Manhole, < 10'	15	EA	\$ 8,695.15	\$ 130,427.25
95	8' x 8' Manhole, < 10'	15	EA	\$ 12,371.95	\$ 185,579.25
96	Exfiltration Trench, 15", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 188.15	\$ 37,630.00
97	Exfiltration Trench, 18", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 205.25	\$ 41,050.00
98	Exfiltration Trench, 24", Round, Aluminum, Perforated, Per FDOT Standard Plans Index No. 443-001	200	LF	\$ 207.00	\$ 41,400.00
99	#4 Stone	500	TON	\$ 42.50	\$ 21,250.00
100	#57 Stone	500	TON	\$ 40.00	\$ 20,000.00
101	Geotextile Fabric	1,500	SY	\$ 6.40	\$ 9,600.00
102	Staked Silt Fence, Type III	1,500	LF	\$ 3.35	\$ 5,025.00
103	Baled Hay or Straw	50	EA	\$ 14.35	\$ 717.50
104	Floating Turbidity Barrier	500	LF	\$ 11.90	\$ 5,950.00
105	6-12" Riprap Rubble (Up to 100 Tons)	100	TON	\$ 119.80	\$ 11,980.00
106	6-12" Riprap Rubble (101 to 200 Tons)	200	TON	\$ 119.80	\$ 23,960.00
107	12-24" Riprap Rubble (Up to 100 Tons)	100	TON	\$ 119.80	\$ 11,980.00
108	12-24" Riprap Rubble (101 to 200 Tons)	200	TON	\$ 119.80	\$ 23,960.00
109	12-24" Riprap Rubble (Greater Than 200 Tons)	400	TON	\$ 114.45	\$ 45,780.00
110	Roadway Open Cut (Per MC Standard Details R-31A & R-31B)	25	EA	\$ 21,897.30	\$ 547,432.50
111	Roadway Open Cut (Per MC Standard Details R-31A & R-31B); Without 50' Asphalt Overlay	25	EA	\$ 10,285.35	\$ 257,133.75
112	Asphalt Milling (No Pony Miller)	500	SY	\$ 211.55	\$ 105,775.00
113	Asphalt Milling	10	DAY	\$ 15,819.60	\$ 158,196.00
114	Wellpoint Dewatering	500	LF	\$ 15.95	\$ 7,975.00
115	6" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$ 981.95	\$ 29,458.50
116	8" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$ 1,276.70	\$ 38,301.00
117	12" Bypass Pump - Mobilization, Full Operation, Demobilization	30	DAY	\$ 1,891.65	\$ 56,749.50
118	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) ≥ 5 Acres Assignments	5	AC	\$ 11,125.00	\$ 55,625.00
119	Clearing & Grubbing (Removing Trees, Vegetation, Organic Soil) < 5 Acres Assignments	20	AC	\$ 11,125.00	\$ 222,500.00
120	Remove & Dispose Of Existing Cross-Drain (24" Diameter Typ.)	500	LF	\$ 67.30	\$ 33,650.00
121	Remove & Dispose Of Existing Concrete (Headwalls, Structures, Sidewalks, Driveways, End Sections, etc.)	250	TON	\$ 89.85	\$ 22,462.50
122	Roadway Shoulder / Swale Grading	20,000	SY	\$ 2.45	\$ 49,000.00
123	Concrete End Walls (Typ. Per FDOT Standard Plans Index 430-030)	100	CY	\$ 1,176.70	\$ 117,670.00
124	Embankment / Clean Fill (F&I), Compacted In Place	1,000	CY	\$ 26.00	\$ 26,000.00
125	Regular Excavation (includes removal & disposal)	1,000	CY	\$ 15.75	\$ 15,750.00
126	Bahia Sod (F&I)	5,000	SY	\$ 4.70	\$ 23,500.00
127	Floritam Sod (F&I)	4,000	SY	\$ 8.20	\$ 32,800.00
128	Hydroseed w/FDOT mix (1 acre minimum)	25	AC	\$ 4,675.15	\$ 116,878.75
129	Furnish Operator, Water Truck and Irrigate Sod or Seed Mix	200	HR	\$ 69.45	\$ 13,890.00
130	Roadway Subgrade (LBR 40)	1,250	SY	\$ 21.90	\$ 27,375.00
131	Roadway Base (FDOT Optional Base Group 6)	2,000	SY	\$ 24.85	\$ 49,700.00

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(ADDENDUM #4)

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
132	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, (1- 1/2" Average Thickness), 550 Tons and over	550	TON	\$ 179.30	\$ 98,615.00
133	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 151 to 500 Ton Assignments	250	TON	\$ 190.05	\$ 47,512.50
134	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 51 to 150 Ton Assignments	150	TON	\$ 273.50	\$ 41,025.00
135	Type SP-9.5 Asphalt Overlay, placed by Paving Machine, to include RS-1 Tack & Compaction, 10 to 50 Ton Assignments	400	TON	\$ 593.75	\$ 237,500.00
136	Standard Mailbox and/or Standard Traffic Control Sign (Simile Post) Removal & Replacement	50	EA	\$ 548.30	\$ 27,415.00
137	Flowable fill excavatable /non excavatable - < 5yds	5	YD	\$ 189.70	\$ 948.50
138	Concrete Driveway, Fiber Reinforcement, 6" Thick	1,000	SY	\$ 63.10	\$ 63,100.00
139	Concrete Sidewalk with Fiber, 4" Thick	2,000	SY	\$ 52.60	\$ 105,200.00
140	Public Sidewalk Curb Ramps per FDOT Std Plans Index 522-002 with ADA Compliant Detectable Surface (NO Surface Mounted)	1,000	SF	\$ 29.20	\$ 29,200.00
141	Miscellaneous Concrete (Headwalls, Weirs, Retaining Walls) , FDOT Class II Concrete	1,000	CY	\$ 409.10	\$ 409,100.00
142	Installation of 6" Pervious Concrete	500	SY	\$ 66.60	\$ 33,300.00
143	Installation of FDOT Type "A" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
144	Installation of FDOT Type "A" Curb, By Machine	500	LF	\$ 30.40	\$ 15,200.00
145	Installation of FDOT Type "B" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
146	Installation of FDOT Type "B" Curb, By Machine	500	LF	\$ 30.40	\$ 15,200.00
147	Installation of FDOT Type "D" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
148	Installation of FDOT Type "D" Curb, By Machine	500	LF	\$ 35.05	\$ 17,525.00
149	Installation of FDOT Type "E" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
150	Installation of FDOT Type "E" Curb, By Machine	500	LF	\$ 35.05	\$ 17,525.00
151	Installation of FDOT Type "F" Curb, By Hand	500	LF	\$ 35.05	\$ 17,525.00
152	Installation of FDOT Type "F" Curb, By Machine	500	LF	\$ 35.05	\$ 17,525.00
153	Installation of FDOT Valley Gutter, By Hand	500	LF	\$ 31.55	\$ 15,775.00
154	Installation of FDOT Valley Gutter, By Machine	500	LF	\$ 31.55	\$ 15,775.00
155	Installation of FDOT Shoulder Gutter, By Hand	500	LF	\$ 11.70	\$ 5,850.00
156	Installation of FDOT Shoulder Gutter, By Machine	500	LF	\$ 11.70	\$ 5,850.00
157	Shell Rock Parking (4" Coquina Rock Base, 4" Shell)	2,500	SY	\$ 22.20	\$ 55,500.00
158	Paver Bricks (Per Detail)	500	SY	\$ 82.60	\$ 41,300.00
159	Beach Sand - Delivery (Per Specification)	500	TON	\$ 35.00	\$ 17,500.00
160	Post & Rail Fence (Per MC Standard Detail P-60)	350	LF	\$ 24.55	\$ 8,592.50
161	Metal Rolling Cattle Guards (12' x 16')	3	EA	\$ 7,480.25	\$ 22,440.75
162	16' Metal Gate (Per MC Standard Detail P-61)	4	EA	\$ 6,428.35	\$ 25,713.40
163	6' Metal Gate, Single Arm (Per Martin County Standard Detail P-61)	4	EA	\$ 1,741.50	\$ 6,966.00
164	Damaged Guardrail Removal, Remove & Dispose Damaged Panels and Posts	25	LF	\$ 32.00	\$ 800.00
165	Guardrail, Standard W-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 35.05	\$ 876.25
166	Guardrail, Standard W-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 35.05	\$ 876.25
167	Guardrail, Standard Thrie-Beam, with Timber Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 63.10	\$ 1,577.50
168	Guardrail, Standard Thrie-Beam, with Galv. Steel Post, Per FDOT Standard Plans Index No. 536-001	25	LF	\$ 63.10	\$ 1,577.50
169	Guardrail, Flared End Anchorage Assembly, Per FDOT Standard Plans Index No. 536-001	2	EA	\$ 4,418.55	\$ 8,837.10
170	Pipe Handrail - Guiderail, Aluminum, Per FDOT Standard Plans Index No. 515-070	500	LF	\$ 48.15	\$ 24,075.00
171	Handrail- Aluminum Pedestrian /Bicycle Picket Railing, Per FDOT Standard Plans Index No. 515-062	500	LF	\$ 89.75	\$ 44,875.00
172	FDOT Type A Fence, Per FDOT Standard Plans Index No. 550-001	1,000	LF	\$ 76.75	\$ 76,750.00
173	Directional Bore, 12" to < 18"	300	LF	\$ 192.70	\$ 57,810.00
174	Televise Pipe (includes camera truck and video)	1,000	LF	\$ 7.00	\$ 7,000.00
175	4" Force Main Directional Drill	300	LF	\$ 24.85	\$ 7,455.00
176	4" Force Main Open Cut	1,000	LF	\$ 25.05	\$ 25,050.00
177	3" Force Main Directional Drill	300	LF	\$ 16.60	\$ 4,980.00
178	3" Force Main Open Cut	1,000	LF	\$ 21.30	\$ 21,300.00
179	2" Force Main Directional Drill	500	LF	\$ 22.35	\$ 11,175.00
180	2" Force Main Open Cut	500	LF	\$ 21.30	\$ 10,650.00
181	Grinder Pump Service Connection, Long	20	EA	\$ 7,941.85	\$ 158,837.00
182	Grinder Pump Service Connection, Short	20	EA	\$ 7,941.85	\$ 158,837.00
EQUIPMENT & LABOR					
183	2-Man Survey Crew	100	HR	\$ 261.90	\$ 26,190.00
184	As-Builts / Record Drawings (Man hours for Field & CAD Work)	50	HR	\$ 266.15	\$ 13,307.50
185	Rubber Tire Backhoe (5/8 CY or Larger) With Operator	200	HR	\$ 84.35	\$ 16,870.00
186	Dump Truck (16 CY or Larger) With Operator	200	HR	\$ 98.70	\$ 19,740.00

**RFB2021-3313
INFRASTRUCTURE CONSTRUCTION & MAINTENANCE
(ADDENDUM #4)**

ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	TOTAL
187	Front End Loader (2-1/2 CY or Larger) With Operator	200	HR	\$99.70	\$ 19,940.00 -
188	Vibratory Roller, Single Drum, 5 Ton or Larger, 54" Minimum Width, With Operator	200	HR	\$92.70	\$ 18,580.00 -
189	Vector Truck with operator	200	HR	\$233.75	\$ 46,750.00 -
190	Camera truck w/operator	200	HR	\$263.00	\$ 52,600.00 -
				TOTAL BID	\$ 8,126,061.90 -

CHECK TOTALS! The County is not responsible for mathematical errors.

INSTRUCTIONS

Bids must be received no later than the date and time stated in the Advertisement. Bids received after that time & date will not be considered.

This form must be returned with bid. Bids on any other form will not be accepted.

Ferreira Construction Southern Division Co., Inc

Company Name

John Ciabattari

Name of Authorized Representative (Print)

13000 SE Flora Avenue

Street Address

Vice President

Title

Hobe Sound, FL 33455

City, State, Zip

iciabattari@ferreiracoconstruction.com

E-mail Address

(772) 286-5123

Telephone

Authorized Signature

AGREEMENT

THIS AGREEMENT made this 14th day of May, 2024, by and between the Town of Jupiter Island, Florida, a political subdivision of the State of Florida, hereinafter the “Owner” with an office located at 2 Bridge Road, Hobe Sound, Florida 33455, and **Ferreira Construction Southern Division Co., Inc.**, a Foreign Profit corporation registered to business in Florida, hereinafter “Contractor” with its principal address at **13000 SE Flora Avenue, Hobe Sound, FL 33455**.

WITNESSETH:

WHEREAS, Martin County, Florida (“MCF”) accepted Contractor’s bid for Infrastructure Construction and Maintenance, pursuant to RFB#2021-3313 (“Infrastructure Construction and Maintenance”), by Agreement with an effective date of May 25, 2021, pursuant to a competitive public bidding process by MCF (the “MCF Bid”); and

WHEREAS, the MCF Bid package included formal contract documents binding upon the successful bidder, the “MCF Contract Documents”; and

WHEREAS, the Owner desires to obtain Infrastructure Construction and Maintenance services; and

WHEREAS, as the Infrastructure Construction and Maintenance services involved in the MCF Contract Documents with Contractor are substantially the same as the Infrastructure Construction and Maintenance services desired by Owner, Owner elects to utilize the competitively bid contract process administered by MCF in the MCF Bid, and Owner and Contractor wish to adopt the MCF Contract Documents, with certain minor modifications as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

I. RECITALS

The foregoing recitals are true and are hereby made a part of this Agreement.

II. AMENDMENTS

The MCF Bid and the MCF Contract Documents are incorporated into this Agreement and is deemed to be a part of this Agreement as modified as follows:

1. General. Where provisions of the MCF Bid and the MCF Contract Documents refer to “Martin County” or “County” as the owner/contracting party, replace it with “Town of Jupiter Island, Florida.” Where provisions of the MCF Agreement refer to “Agreement” or

“Contract”, it shall refer to the MCF Agreement as modified by this Agreement. Where the provisions of the MCF Contract Documents refer to the MCF “Purchasing Department”, it shall refer to the Town Director of Engineering and Public Works.

2. Term. The term of this Agreement is three (3) years with two, optional one-year renewals. The Agreement may be renewed for such additional terms as provided in the MCF Contract Documents, upon mutual agreement of both parties.
3. Unit Prices. The unit prices set forth in the MCF Bid and the MCF Contract Documents shall be applicable during the term of this Agreement.
4. Project Purchase Orders.

A. No services provided under this Agreement shall be authorized upon execution of the Agreement. The Owner shall initiate work assignments by providing Contractor with a written “Work Assignments”.

B. Each Work Assignment will set forth, among other things, the following:

- i. The scope of services requested;
- ii. Any deliverables;
- iii. The time and schedule of performance;
- iv. The method and amount of compensation based upon the unit prices set forth in Section 3 above;
- v. Any modifications to this Agreement, if mutually agreed upon by the parties.

C. The services to be rendered by Contractor shall commence subsequent to the execution of each Delivery Request. Contractor’s work shall be performed, completed and submitted to Owner as specified in the Work Assignment.

D. Each Work Assignment will be sequentially numbered and shall be subject to Owner’s approval prior to a Notice-to-Proceed being issued. The terms and conditions of this Agreement shall be incorporated within and made a part of each Work Assignment.

5. Invoices. Applications for payments under the Agreement shall be submitted to the following:

Stuart R. Trent, PE,
Director Public Services
Town of Jupiter Island
2 Bridge Road

Hobe Sound, FL 33455

6. No Other Amendments. Except as set forth herein, the Agreement is not amended. In the event of any conflict between the terms of this Agreement and the terms of the MCF Contract Documents, the terms of this Agreement shall prevail.

III. MISCELLANEOUS

The following miscellaneous provisions are incorporated into this Agreement.

7. Notice. All notices and other communications required in connection with this Agreement shall be in writing unless otherwise specified herein, and any notice or other communication required hereunder shall be faxed and mailed to the address set forth below, and shall be deemed delivered three (3) business days after the deposit of the mailed notice thereof in any main or branch office of the United States Post Office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties respectively as follows:

For notices and communications to the Town:

Stuart R. Trent, PE
Director Public Services
Town of Jupiter Island
2 Bridge Road
Hobe Sound, FL 33455

For notices and communications to Contractor:

John Ciabattari
Vice President
Ferreira Construction Southern Division Co., Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455
Email: JCiabattari@ferreiraconstruction.com

By notice complying with the foregoing requirements of this section, each party shall have the right to change the address or addressee or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

8. Captions. The titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of this Agreement and the validity, enforceability, and application of such provisions to other persons or circumstances shall not be impaired thereby, but such remaining provisions of this Agreement shall be interpreted, applied and enforced so as to achieve, as near as may be, the purposes and intent of this Agreement to the greatest extent permitted by applicable law.
10. Waiver. Unless otherwise specifically provided herein, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. In any representation, warranty, or covenant by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.
11. Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311 and as may be amended from time to time. Contractor further represents that no person having any interest shall be employed for said performance.
12. Warranties and Representations. Contractor restates, and makes current to the date of this Agreement, and incorporates in this Agreement. the warranties and representations in the MCF Agreement. Prior to performance of any work under this Agreement and as a condition precedent to this Agreement, Contractor shall provide Owner a current Certificate of Corporate Principal, a current Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes, a current Certificate of Liability Insurance, a current State of Florida license certification, and a current Bidder's Qualifications Statement/Statement of Business Organization.
13. Termination. Owner may terminate this Agreement upon seven (7) days written notice to Contractor.
14. Allotment of Deliveries To The Contractor. Owner, through its designated Utility representative, shall, in its sole discretion, issue Delivery Requests to Contractor as deemed in the best interests of Owner. The Agreement in no way guarantees any future Delivery Requests. Owner retains the right to utilize other contractors or otherwise bid and execute procurements. Contractor shall have no right to appeal or challenge Owner's decision regarding distribution of Delivery Requests.

15. Venue. The parties agree to exclusive venue for any disputes arising under this Agreement in the circuit Court in and for Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Authentication

THE TOWN OF JUPITER ISLAND

Town Clerk

(TOWN SEAL)

By: _____

Penelope Townsend
Its Mayor

**Ferreira Construction Southern Division
Co., Inc.**

By: _____

John Ciabattari, Vice President
Its Authorized Representative



MEMORANDUM

DATE: May 14, 2024
SUBJECT: Agency, Board and Committee Appointments

Board and Committee appointments for consideration:

Local Planning Agency – 3 Year Term

New Appointment:

Wendy Nolan, Alternate March 2027

Position Change:

(Replacing Bob Rowden) March 2025

Grievance Resolution Board – 2 Year Term

New Appointment:

Angelo Schiralli, Alternate March 2025 or 26

Position Change:

(Replacing Joseph Taddeo) March 2025

Scholarship Committee – Open Term

New Appointment:

Sally Zunino, At Large Open Term

Beautification Committee - Annual

New Appointment:

Debbie Textor March 2025

Mayor and Town Commission
Building Department Report on Options for Development Review
April 30, 2024
Summary

At the request of the Town Commission, the Building Department has prepared a draft of three options for Development Approvals, attached.

Option One, splits the approval process between the Board of Adjustment and the Impact Review Committee. Both will be able to issue a variance if necessary and review the development plans for approval.

The Board of Adjustment will hear applications for small scale development and the Impact Review Committee will hear applications for large scale development.

This split process will allow a more efficient review process by staff and allow the applicant a one-step application, saving time and money.

Option Two, establishes a comprehensive Planning and Zoning Board that will hear all variances and review all development plans for approval. The members could be made up of existing members of the Board of Adjustment and the Impact Review Committee.

This option offers an efficient review and approval process that saves time and money for the Town and the applicant. It alleviates the pressure of maintaining enough volunteers for service.

Option Three, maintain the status quo. There is a tradition in keeping the Board of Adjustment and the Impact Review Committee separate for the Town. Each member has worked to preserve the integrity of the Comprehensive Plan and the Land Development Regulations.

Draft Options for Development Approvals

Option one.

The Board of Adjustment will hear variance requests for and consider small scale development in accordance with the Land Development Regulations. This is a one step process.

Small scale means additions, alterations, replacement of existing structures over 600 square feet, that do not increase the floor area by more than 50% or cost more than 50% of the fair market value.

They will hear applications for Article X, Division 3 Alternate Development Standards, except for section 3.02, placement of more than 3 feet of fill which the Impact Review Committee will hear.

They will consider applications for uncovered swimming pools and tennis courts outside of the building envelope unless part of a large scale development.

The Impact Review Committee will hear variance requests for and approve large scale development in accordance with the Land Development Regulations. This is a one step process.

Large scale development means substantially improved or reconstructed buildings that increase the floor area by more than 50% or cost more than 50% of the fair market value. And demolition of a principal building or guest house for new construction and new construction of a principal building or accessory structure.

They will consider applications for demolition of a principal building or guest house, not part of a development permit.

They will hear applications for Alternate Development Standards, Article X, Division 3.02, the addition of more than 3 feet of fill, not to include re-grading of existing elevations.

They will consider applications for docks and dunes not located in the middle one third of the property.

The Commission will hear appeals from the Board of Adjustment and the Impact Review Committee.

Option two.

Establish one comprehensive Planning and Zoning Board. This board will hear applications for Alternate Development Standards, issue variances and consider applications for development in a one step process.

Establishing one board would eliminate applicants appearing before the Board of Adjustment for a variance, if one is needed, and then before the Impact Review Committee for approval of the development plan. The Planning and Zoning board will hear all the applications now heard by the Board of Adjustment and the Impact Review Committee in one hearing. It would be an efficient use of staff time and save the applicants time and money.

Appeals from a decision of the Planning and Zoning Board will be made to the Town Commission. The Commission will hear the appeal or send it back to the Planning and Zoning Board for further consideration.

Option three

Maintain the status quo. The Board of Adjustment now hears appeals for a variance using Alternate Development Standards and hears appeals for a variance from the Land Development Regulations.

The Impact Review Committee now considers applications for development as provided in article X of the Land Development Regulations.

This is a two step process. If an applicant requires a variance for development, they must first secure the variance from the Board of Adjustment, prior to making application to the Impact Review Committee for review and approval of their development plan.

The Commission hears appeals from the Board of Adjustment and the Impact Review Committee.

Revision of Administrative Review

Administrative review remains the same but add ADA Accommodations and eliminate I. interior alterations, to Article X, division 1, Section 1.00. Applicability.

Article X. Division 1. Administrative review

Standard:

- A. Less than 70 percent of the maximum floor area permitted.
- B. Ground level single story additions less than 600 square feet, not to exceed 100 percent of the maximum floor area permitted.
- C. One story accessory building of less than 600 square feet, not to exceed 100 of the maximum floor area permitted.
- D. Perimeter walls or fences with written consent of adjoining property owners.
- E. Ground level terraces with or without one-foot maximum height bench walls.
- F. Driveways which are more than 8 feet from the side and rear lot lines in the A-80, B-40, and G-35 Districts and more than 3 feet from side and rear lot lines in all other zoning districts.
- G. Uncovered swimming pools and tennis courts that are located entirely with the building envelope.
- H. Docks and dune crossovers in the middle one-third of the property.
- I. ~~Interior alterations~~ ADA accommodations.
- J. Exterior lighting that is landward of the Coastal Construction Control Line that is fully compliant with exterior lighting regulations in Article IV, section 3.17.
- K. Brush bins.
- L. Bulkheads/seawalls.
- M. Demolition of buildings and structures that require permits for construction. Except principal buildings and guest houses.

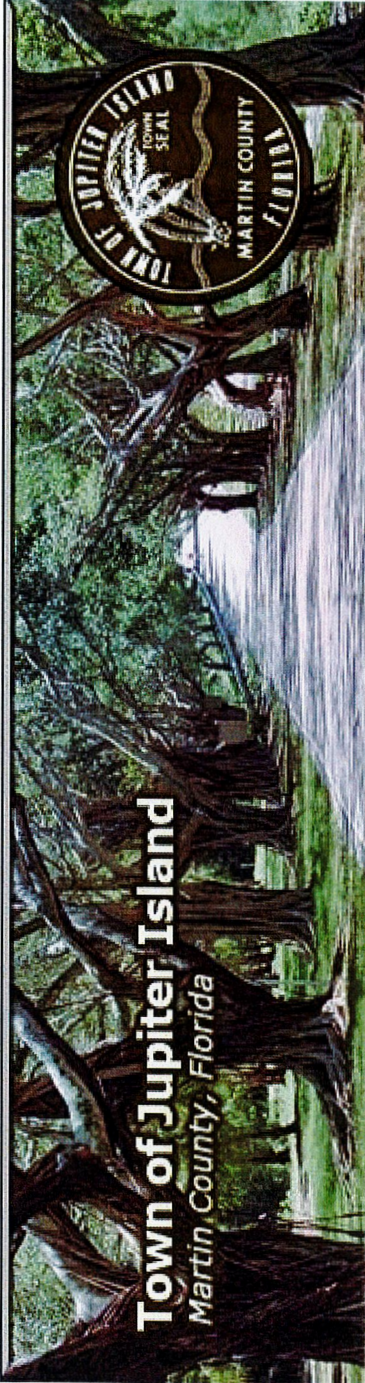
Town Manager Evaluation

1. Manages and supervises all departments of the Town to ensure excellent service for residents and to achieve Town goals.
 - Effectively manages staff and tasks.
 - Leads by example.
 - Recruits or promotes competent personnel.
 - Evaluates organizational effectiveness and takes remedial action when necessary.
2. Works effectively with Town Commission.
 - Carries out directions of Town Commission.
 - Ensure Commissioners are well informed regarding matters that are before them and of key plans and activities of the Town.
 - Communicates effectively, honestly, and clearly.
 - Recommends actions or decisions necessary to achieve the best interests of the Town.
 - Keeps Commissioners fully advised as to the financial condition and needs of the Town and provides drafts and an annual budget for its consideration.
3. Sees that the laws and ordinances are enforced.
 - Reviews ordinances and policy procedures for effectiveness and relevance to current situations.
 - Offers workable alternatives for changes in law or policy when existing is no longer practical or services Town's interests.
4. Manages fiscal responsibilities of the Town.
 - Prepares a balanced budget to provide services at the level direct by the Commission.
 - Monitors and manages the financial activities and resources of the Town to ensure the Town maintains a sound financial condition and continues to receive clean audits.
 - Ensure that all purchases and sales conform with Town regulations and policy.
5. Oversees the public utility, SMRU, to ensure it provides the necessary services to Town residents and all other customers.
 - Plans long term for future capital projects and requirements.

- Responds to changing regulatory requirements.
- Coordinates with other utility providers.
- Provides services in a cost-effective manner.
- Bond coverage is maintained at appropriate levels.

6. Demonstrates a dedication to the community and its residents.

- Meets with and listens to the concerns and thoughts of residents to understand their perspectives.
- Provides timely follow-through on resident requests and complaints.
- Generates community satisfaction with the Town's administrative and service responsibilities.
- Stays informed and engaged with activities of County and State government proposed changes and other conditions that have the potential to impact the Town, advises the Town Commission of these and takes action as directed.



April 2024 General Fund Financial Report

Town Commission Meeting
May 14, 2024

Topics To Be Covered

General Fund

- 2023-2024 Revenues
- 2023-2024 Expenses
- Balance Sheet

**Town of Jupiter Island
FY 2023/2024 Budget**

Account Description	Amended Budget 2023-2024	4/30/2024	Target 58%
Total General Fund Revenues	\$11,406,550	\$10,401,612	91%
Transfers from Reserves	\$1,557,370	\$0	0%
Total Revenues	\$12,963,920	\$10,401,612	80%
Total Administration	\$3,319,087	\$1,670,925	50%
Total Public Safety	\$5,812,169	\$3,046,011	52%
Total Building Department	\$1,407,425	\$516,844	37%
Total Public Works	\$2,425,239	\$822,670	34%
Total General Fund Expenditures	\$12,963,920	\$6,056,450	47%
Year to Date Net Income		\$4,345,161	

2023-2024 Revenue

Town of Jupiter Island

Account Description	Amended Budget 2023-2024	PYTD Actual 4/30/2023	YTD Actual 4/30/2024	Actual % of Budget (Target 58%) 2023-2024
Ad Valorem	\$9,056,872	\$8,136,963	\$8,805,788	97%
Total Other Taxes and Fees	\$318,500	\$144,113	\$174,743	55%
Total Licenses and Permits	\$850,500	\$367,266	\$350,730	41%
Total Intergovernmental Revenue	\$164,700	\$71,769	\$100,835	61%
Total Charges for Services	\$136,000	\$134,439	\$79,805	59%
Total Fines and Forfeits	\$2,000	\$1,121	\$1,789	89%
Total Miscellaneous Revenues	\$196,613	\$341,501	\$490,371	249%
Transfers from Interfunds	\$681,365	\$417,173	\$397,550	58%
Subtotal Revenues	\$11,406,550	\$9,614,345	\$10,401,612	91%
Transfer from Reserves	\$1,557,370	\$0	\$0	
Total General Fund Revenues	\$12,963,920	\$9,614,345	\$10,401,612	80%

2023-2024 Expenses by Department

Account Description	Amended Budget 2023-2024	PYTD Actual 4/30/2023	YTD Actual 4/30/2024	Actual % of Budget (Target 58%)
Total Administration - Payroll	\$1,167,345	\$475,524	\$611,812	52%
Total Administration - Benefits	\$814,719	\$360,618	\$385,119	47%
Total Administration - Operating	\$1,317,023	\$399,298	\$666,563	51%
Subtotal	\$3,299,087	\$1,235,441	\$1,663,494	50%
Total Administration - Capital	\$20,000	\$7,123	\$7,431	37%
Total Administration	\$3,319,087	\$1,242,563	\$1,670,925	50%
Total Public Safety - Payroll	\$2,882,824	\$1,313,383	\$1,503,503	52%
Total Public Safety - Benefits	\$1,027,797	\$380,099	\$417,678	41%
Total Public Safety - Operating	\$1,382,932	\$686,742	\$736,342	53%
Subtotal	\$5,293,553	\$2,380,225	\$2,657,523	50%
Total Public Safety - Capital	\$518,616	\$23,307	\$388,488	75%
Total Public Safety	\$5,812,169	\$2,403,531	\$3,046,011	52%
Total Building - Payroll	\$516,154	\$179,711	\$241,061	47%
Total Building - Benefits	\$193,282	\$63,933	\$73,610	38%
Total Building - Operating	\$657,989	\$209,406	\$175,495	27%
Subtotal	\$1,367,425	\$453,049	\$490,165	36%
Total Building - Capital	\$40,000	\$14,901	\$26,679	67%
Total Building Department	\$1,407,425	\$467,950	\$516,844	37%
Total Public Works - Payroll	\$718,564	\$300,407	\$342,565	48%
Total Public Works-Benefits	\$437,068	\$148,671	\$190,129	44%
Total Public Works - Operating	\$779,607	\$328,087	\$289,976	37%
Subtotal	\$1,935,239	\$777,165	\$822,670	43%
Total Public Works - Capital	\$490,000	\$10,265	\$0	0%
Total Public Works	\$2,425,239	\$787,430	\$822,670	34%
Total General Fund Expenditures	\$12,963,920	\$4,901,475	\$6,056,450	47%

Balance Sheet as of 4/30/2024

Assets

CASH GENERAL ACCOUNT - SEACOAST	\$	1,170,119
CASH PAYROLL - SEACOAST	\$	573,069
CASH FLEX SPENDING - SEACOAST	\$	24,373
INVESTMENT - FLCLASS	\$	7,608,758
INVESTMENT - SBA	\$	3,385,014
INVESTMENT (MM) - SEACOAST	\$	4,064,004
PETTY CASH	\$	550
ACCOUNTS RECEIVABLE	\$	10,790
ACCOUNTS REC. - RETIREE BENEFITS	\$	799
DUE FROM INTERFUNDS	\$	124,185
DUE FROM STATE OF FLORIDA	\$	49,110
<u>PREPAID ITEMS</u>	\$	<u>15,620</u>
Total Assets	\$	17,026,391

Liabilities

ACCOUNTS PAYABLE	\$	(780)
DUE TO INTERFUNDS	\$	16,965
DUE TO OTHER GOV. UNITS	\$	2,366
ACCRUED PAYROLL LIABILITIES	\$	(15,829)
OVERPAYMENTS	\$	646
<u>DONATIONS</u>	\$	<u>32</u>
Total Liabilities	\$	3,399

Reserves/Fund Balances

ASSIGNED FOR EMERGENCIES	\$	1,000,000
ASSIGNED FOR COMPENSATED AB	\$	115,000
ASSIGNED FOR UNINSURED LOSS	\$	80,000
FUND BALANCE	\$	11,482,830
CHANGE IN FUND BALANCE - Current	\$	4,345,161
Total Reserves/Fund Balances	\$	17,022,991
Total Liabilities and Fund Balance	\$	17,026,391

General Fund Reserves

Account Description	Audited YE 2020	Audited YE 2021	Audited YE 2022	Audited YE 2023	Amended Budget FY 2024*
Beginning Fund Balance (Reserves)	9,095,126	8,095,873	9,033,098	6,237,564	9,298,494
Transfer from / to General Fund Reserves	509,951	1,610,431	2,247,916	3,060,930	-
Amount Budgeted From Reserves	(988,604)	(548,206)	(793,404)	-	(335,000)
Budget Amendment From Reserves	(520,600)	(125,000)	(385,000)	-	-
Total Available Fund Balance	8,095,873	9,033,098	10,102,610	9,298,494	8,963,494
Assigned to Uninsured Losses	80,000	80,000	80,000	80,000	80,000
Assigned to Compensated Absences	115,000	115,000	115,000	115,000	115,000
Assigned to Beautification, Scholarship, Public Safety				176,170	176,170
Assigned to Conservation Projects				431,989	431,989
Assigned to Emergencies	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Assigned to ARPA			312,393		
Restricted-Enforcement of FL Building Code				3,865,046	3,865,046
Unassigned Fund Balance (Reserves)	6,900,873	7,838,098	8,595,217	7,495,335	7,160,335
Total Fund Balance (Reserves)	8,095,873	9,033,098	10,102,610	13,163,540	12,828,540

*Estimated/Unaudited at time of this Report

Upcoming Town Meetings and Events
2024

Date	Day	Time	Event/Meeting	Location
May 13	Monday	9am	Town Coffee with Commissioner Warner	Island Roomn
May 14	Tuesday	9am	Town Commission/ Beach Protection Meetings	Island Room
May 14	Tuesday	12:30pm	SMRU Board	Conference Room
May 27	Monday	All Day	Memorial Day Holiday - Town Hall Closed	
May 30	Thursday	9am	Board of Adjustment	Island Room (If Required)
June 6	Thursday	9am	Impact Review Committee	Island Room (If Required)
June 11	Tuesday	9am	Town Coffee with Vice Mayor Field	Island Room
June 12	Wednesday	9am	Town Commission/Beach Protection Meetings	Island Room
June 27	Thursday	9am	Board of Adjustment	Island Room (if Required)
July 4	Thursday	All Day	Independence Day Holiday - Town Hall Closed	
TBD			Impact Review Committee	Island Room (if Required)
July 16	Tuesday	9am	Town Coffee w/ Commissioner Scott	Island Room
July 17	Wednesday	9am	Town Commission/Beach Protection	Island Room
July 17	Wednesday	12:30pm	SMRU Board	Conference Room
July 25	Thursday	9am	Board of Adjustment	Island Room (if Required)
August 1	Thursday	9am	Impact Review Committee	Island Room (if Required)
August 19	Monday	9am	Town Commission/Beach Protection	Island Room (if Required)
August 20	Tuesday	7am - 7pm	Primary Election	Island Room
August 29	Thursday	9am	Board of Adjustment	Island Room (if Required)

May 1, 2024

Key
Changes from Previous Schedule
Board of Adjustment
Impact Review Committee
Town Hall Closed

Agendas posted on Town Website: www.townofjupiterisland.com prior to the meeting