

EXHIBIT A

TOWN OF JUPITER INLET COLONY

50 Colony Road
Jupiter Inlet Colony, FL 33469
(561) 746-3787 FAX (561) 746-1068

**PUBLIC NOTICE FOR
TOWN OF JUPITER INLET COLONY NORTH AND SOUTH BEACH ACCESS
IMPROVEMENTS PROJECT
DUE DATE: November 3, 2022 AT 2:00 P.M. EST**

The Town of Jupiter Inlet Colony, Florida will receive Proposals from qualified contractors for construction services in accordance with the terms, conditions and specifications contained in the Request for Proposals.

Sealed proposals will be received at the Town of Jupiter Inlet Colony Town Hall 50 Colony Road, Jupiter Inlet Colony, Florida, 33469, until **November 3, 2022 @ 2:00 PM** local time, at which time they will be publicly opened and read. All Proposers or their representatives are invited to be present.

A mandatory pre-bid informational meeting for potential Proposers will be held on **October 20, 2022** at 2:00 pm at the Town Administrative Building. All potential Proposers must attend. At this meeting, all prospective Proposers will have an opportunity to inspect the site(s) for evaluation of the work to be performed under this Proposal.

The purpose of this solicitation is to obtain competitive Proposals for all material, labor and equipment for the demolition and construction of the Town North and South Beach Access Improvements Project, including all other identified and incidental features in accordance with the plans, specifications, and all applicable State, County, and Local Municipality requirements. The project is located in the Town of Jupiter Inlet Colony and will require a Town permit(s) and final inspection and acceptance from the Town of Jupiter Inlet Colony. The final inspection must meet all of the Town of Jupiter Inlet Colony and Florida Building Code standards and requirements.

Proposers must submit one (1) identified original and ~~seven (7) copies of the proposal~~ including any attachments. The proposal shall be signed by a representative who is authorized to contractually bind the Proposer. The Proposals shall be delivered and addressed to the Town of Jupiter Inlet Colony, Attn: Town Administrator, 50 Colony Road, Jupiter Inlet Colony, Florida 33469 and shall be labeled **"RFP SEALED PROPOSAL FOR NORTH AND SOUTH BEACH ACCESS IMPROVEMENTS PROJECT"** and include the Proposer's return address.

Any Proposer who wishes his proposal to be considered is responsible for making certain that his proposal is received in the Town by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Proposals received after the scheduled Proposal Submittal Deadline will be returned unopened. It is the responsibility of the Proposer to see that any proposal submitted shall have sufficient time to be received by the Town before the Proposal Submittal Deadline.


Proposal documents and specifications may be received at Town Hall or on the Town of Jupiter Inlet Colony website at www.jupiterinletcolony.org. For additional information, contact Kevin Lucas, Town Administrator at lucask@jupiterinletcolony.org or (561)746-3787.

Town of Jupiter Inlet Colony North and South Beach Access Improvements Project

PROPOSAL SUBMISSION CHECKLIST
THIS PAGE TO BE AFFIXED TO PROPOSAL PACKET

Proposer certifies by signature below that the following Documents are included in the Proposal Submittal, fully completed in accordance with the proposal requirements:

- ☒ Proposal Form and Proposers Certification
- ☒ Drug Free Workplace
- ☒ Non-Collusive Affidavit
- ☒ Florida General Contractors License
- ☒ Certificate(s) of Insurance
- ☒ **Proposer must submit one (1) identified original and seven (7) copies of the complete proposal packet**



Authorized Proposer's Signature
DAVID LOGAN PRESIDENT

END OF DOCUMENT

Note: failure to fully complete and submit one or more of the above documents in the sealed envelope may render your proposal non-responsive!

PROPOSAL DOCUMENTS AND REQUIREMENTS

1. TITLE

Complete sets of Proposal Documents must be used in preparing Proposals; TOWN does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. TOWN, in making copies of Proposal Documents available on the above terms does so only for the purpose of obtaining Proposals on the work and does not confer a license or grant for any other use.

2. QUALIFICATIONS OF PROPOSERS

- 2.1 To be eligible to respond to this RFP, the proposing firm (s) shall demonstrate that they have successfully constructed at least three (3) similar projects in the past three (3) years.
- 2.2 TOWN reserves the right to consider a Proposer's financial stability and history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if (in the opinion of the TOWN) the Proposer has insufficient financial resources to construct the project or whose history of violations warrant such determination.

3. EXAMINATION OF CONTRACT DOCUMENTS & SITE

- 3.1 Before submitting a Proposal, each Proposer must (a) examine the Proposal Documents thoroughly; (b) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision, of the goods and/or services; (c) fully and thoroughly inspect the site of the proposed work; (d) study and carefully correlate Proposer's observations with the Proposal Documents; and (e) **notify in writing TOWN'S designated employee** of all conflicts, errors, irregularities, or discrepancies in the Proposal Documents; (f) submit a written statement to the Town acknowledging the Contractor's understanding of the current site conditions and work which has been completed or is in progress on the site.
- 3.2 The submission of a Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article 3, that without exception the Proposal is premised upon performing the services and/or furnishing the goods and materials and such means, methods, techniques, sequences or procedures; including all construction, labor, bonds, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete all work required for the construction of the project; all in accordance with the Proposal Documents, as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance, all site conditions and furnishing of the goods and/or services.

4. SPECIFICATIONS

- 4.1 All work and construction shall strictly be in accordance with the Construction Plans for North and South Beach Access Improvements prepared by Kimley-Horn and Associates, Inc. dated September 2022 as well as State of Florida Department of Environmental Protection Permit Number PB-1405.
- 4.2 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
- 4.3 For the purpose of evaluation, the Proposer must promptly indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.
- 4.4 Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for the purpose of describing and establishing a general standard of quality, performance and characteristics and are not intended to limit or restrict competition. The Proposer may offer any brand, which meets or exceeds the specifications for any item(s). Requests for approval for substitutes shall be submitted at least **ten calendar days (10)** prior to proposal date, in accordance with procedures specified elsewhere in the Contract Documents.
- 4.5 Items shown on the Plans but not noted in the Specifications, and items noted in the Specifications but not shown on the Plans, are to be considered as both shown on the Plans and noted in the Specifications. Any errors or omissions in the Specifications or on the Plans, as to the standards of the work, shall not relieve the CONTRACTOR of the obligation to furnish a satisfactory first-class job in strict conformity with the best practice found in structures or in the work of a similar type. The failure of the Proposer to direct the attention of the TOWN's designated employee to errors or discrepancies will not relieve the Proposer, should Proposer be awarded the Contract, of the responsibility of performing the work to the satisfaction of the TOWN.

5. INFORMATION/CLARIFICATION

For information concerning this RFP, contact Kevin Lucas, Town Administrator, at lucask@jupiterinletcolony.org or (561)746-3787.

- 5.1 Such contact is to be for clarification purposes only. Changes, if any, to the technical specifications or proposal procedures will only be transmitted by written addendum acknowledged by Proposer.

6. QUESTIONS

- 6.1 Questions concerning this RFP should be sent to Kevin Lucas, Town Administrator, at lucask@jupiterinletcolony.org or (561)746-3787.

7. INTERPRETATIONS ADDENDA AND PROTESTS

- 7.1 To ensure fair consideration for all Proposers, TOWN prohibits communication to or with any Town officer, employee or representative during the submission process except as provided in Paragraphs 5.1 and 6.1 above. Proposers and consultants are not permitted to lobby any Town employee or Town Commission Member involved with any procurement between the time the notice of intent to procure services is issued and the recommendation for award is acted upon by the Town Commission. All oral and written inquires must be directed to the individual identified in the procurement documents. Any proposer or any individual that lobbies on behalf of a proposer during the time specified above will result in rejection/disqualification of said proposal.
- 7.2 If the Proposer should be in doubt as to the meaning of any of the Proposal Documents, or is of the opinion that the proposal documents, construction plans and/or specifications contain errors or contradictions or reflect omissions, Proposer shall submit a written request directed to the TOWN'S designated employee to be forwarded to the appropriate person or department for interpretation or clarification. Such request must be received by the TOWN'S designated employee at least ten (10) calendar days before the date of the formal opening of Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening shall not be answered. Changes or interpretations may only be made by a written document in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective Proposers no later than seven (7) days prior to the established proposal opening date. Each perspective Proposer shall acknowledge receipt of such addenda in the space provided on the proposal form. In case where Proposer fails to acknowledge receipt of such addenda or addendum, his/her proposal will nevertheless be considered as though it had been received and acknowledged add the submission of his proposal will constitute acknowledgment of receipt of the same. All addenda are a part of the contract documents and each Proposer will be bound by such addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before Proposals are opened. No verbal interpretations may be relied upon.
- 7.3 Any claim that the proposal packet and the requirements and procedures set forth herein violate any applicable law or regulation or the right of any proposer shall be made in writing at least ten (10) calendar days prior to the date set for proposal opening or said Claim shall be deemed to be waived. The claim shall detail the alleged violation with specificity.

8. SUBMISSION OF PROPOSALS

- 8.1 Proposals shall be submitted at or before the time and at the place indicated in the Instructions to Proposers and shall be submitted in a sealed envelope. The envelope shall be clearly marked on the exterior **"PROPOSAL FOR NORTH AND SOUTH BEACH ACCESS IMPROVEMENTS"** and shall state the name and address of the Proposer and accompanied by any other required documents. No responsibility will attach to the TOWN for the premature opening of a Proposal not properly addressed and identified.
- 8.2 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the Proposal Form must be completed. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.
- 8.3 In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, and further subject to the exception set forth in Section 35 of these document, all Proposers should be aware that the Proposal Documents and the responses thereto will become public domain; should you have information which you believe is further exempt from the public records law, please state as much and identify such information.
- 8.4 All Proposals received from Proposers will become the property of the TOWN and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the TOWN.
- 8.5 The submitted Proposal shall constitute a firm, binding offer on the part of the Proposer to furnish the equipment and/or services requested according to the terms of the proposal and all Proposal Documents and specifications and specifically according to the contract contained herein.
- 8.6 When a particular RFP requires multiple copies, they may be included in a single envelope or package, properly sealed and identified.

9. PROPOSAL FORMS

- 9.1 The Proposal Form is included with the Proposal Documents and must be used by the Proposer. All proposals must be on the prescribed form. The forms must be submitted in good order and all blanks must be completed. All instructions must be followed, and all requested information accurately supplied. No Information which has not been requested should be supplied.
- 9.2 The Proposal must be signed by one duly authorized to do so; and in cases where the Proposal is signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the Proposal.

- 9.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.
- 9.4 Proposals by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10. PROPOSAL COSTS

- 10.1 The Proposer, whether successful or not, shall be solely responsible for all costs associated with the preparation and submittal of the Proposal package. By submitting a Proposal, it is understood and agreed by the Proposer that under no circumstances shall the Town reimburse for any costs associated with preparation and submittal of the Proposal package.

11. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so, and, in a case when signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the proposal date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 11.2 If, within **twenty-four (24) hours** after Proposals are opened, any Proposer files a duly signed, written notice with TOWN and within **five (5) calendar days** thereafter demonstrates to the reasonable satisfaction of TOWN by clear and convincing evidence that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Proposer may withdraw its Proposal. Thereafter, the Proposer will be disqualified from further bidding on the work to be provided under the Contract Documents.

12. REJECTION OF PROPOSALS

- 12.1 TOWN reserves the right to reject any and all Proposals, to waive any and all informalities, irregularities and technicalities and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. In consideration of the TOWN's

evaluation of submitted proposals, the Proposer, by submitting its Proposal, expressly waives any claim to damages, of any kind whatsoever, in the event the TOWN exercises its rights provided for in this subsection.

12.2 TOWN reserves the right to reject the Proposal of any Proposer if TOWN believes that it would not be in the best interest of TOWN to make an award to that Proposer, whether because the Proposal is not responsive, or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by TOWN.

12.3 The reasons for rejection of Proposals are not intended to be exhaustive.

13. OPENING OF PROPOSALS

13.1 Proposals will be opened publicly on the date and at the location and time specified in the Proposal Documents.

14. PROPOSALS TO REMAIN OPEN

14.1 All Proposals shall remain open for Ninety (90) calendar days after the day of the Proposal opening, but TOWN may, at its sole discretion, release any Proposal prior to that date.

14.2 Extensions of time when Proposals shall remain open beyond the Ninety (90) day period may be made only by mutual written agreement between the TOWN and the Successful Proposer.

15. AWARD OF CONTRACT

15.1 If the Contract is to be awarded, it will be awarded to the lowest qualified and responsible Proposer for the Proposal whose evaluation by TOWN indicates to TOWN that the award will be in the best interests of the TOWN.

15.2 The Proposer to whom award is made shall execute a written Contract within Fifteen (15) calendar days after the Contract Award unless the TOWN, by written authorization grants a 10 days extension (maximum extension permitted). If the Proposer to whom the first award is made fails to enter into a Contract as herein provided, the award may (at the sole discretion of the TOWN) be annulled and the Contract let to the next lowest qualified and responsible Proposer. Such Proposer shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made.

16. PAYMENTS AND COMPLETION

16.1 The Contractor warrants the title to all Work covered by an application for payment will pass to the TOWN no later than the time of payment and is free and clear of all liens and encumbrances. The Contractor will indemnify the TOWN and the TOWN'S property from any liens, claims, security interests or

encumbrances in favor of the Contractor, subcontractors, materials, equipment, services, supplies relating to the work, and from all costs and expenses, including attorney's fees and costs, incurred by the TOWN in evaluating or defending against such liens, claims, security interests or encumbrances.

- 16.2 Payments to the Contractor for labor performed and materials installed shall be made in accordance with the following draw schedule:

Completion of acquisition of materials	25%
Completion of demolition	10%
Substantial completion of walks, ramps, and decks	40%
Final completion and compliance with all contract provisions	25%

- 16.3 No payment shall waive a claim that work is not according to the specifications or workmanlike.
- 16.4 Contractor is required to submit release of liens from subcontractors for the total amount paid to subcontractors on the previous pay request. The Contractor is also required to provide a release of lien for the total amount of the previous pay request. No pay requests will be processed without all releases for the previous pay request.
- 16.5 As-built survey: Upon completion of site construction improvements, provide Town with a complete and accurate field survey prepared, signed and sealed by a Florida registered surveyor.

17. AUDIT RIGHTS

- 17.1 The TOWN reserves the right to audit the records of the Successful Proposer at any time during the performance and term of the Contract and for a period of three (3) years after completion and acceptance by the TOWN. If required by the TOWN, the Successful Proposer agrees to submit to an audit by an independent certified public accountant selected by the TOWN. The Successful Proposer shall allow the TOWN to inspect, examine and review the records of the Successful Proposer at any and all times during normal business hours during the term of the Contract.

18. PROHIBITION OF INTEREST

- 18.1 The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal, the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the TOWN or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the TOWN who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches or affiliate companies. Failure to disclose any such affiliation will result in disqualification of the Proposer and removal of the Proposal from the Town's Bidder's List and prohibition from engaging in any business with the Town.

19. CONFLICT OF INTEREST

- 19.1 The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 19.2 The Proposer represents itself to be an independent firm offering such services to the general public and shall not represent itself or its employees to be employees of the Town of Jupiter Inlet Colony. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other expenses, and agrees to indemnify, save, and hold the TOWN, its officers, agents, and employees, harmless from and against, any and all loss; costs (including attorney fees); and damage of any kind related to such matters.

20. NON-COLLUSIVE AFFIDAVIT

- 20.1 Each Proposer shall complete the Non-Collusive Affidavit Form included with the Proposal Form and shall submit the form with the Proposal. The Town considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

21. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 21.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22. CONTRACT TIME

- 22.1 The work to be performed under the Contract shall be commenced within 15 days of the issuance of a Notice to Proceed.
- 22.2 The number of days, which the work is to be substantially completed, is 120 consecutive calendar days (on or before March 1, 2023) from the date of the commencement of the Contract time as specified in the Notice to Proceed. No construction, operation, transportation or storage of equipment or materials may be conducted during turtle nesting season (March 1 through October 31).

- 22.3 By virtue of the submission of his Proposal, Proposer agrees and fully understands that the completion time of the work of the Contract is an essential and material condition of the contract, is familiar with the project and the project site and that **time is of the essence**. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.
- 22.4 **SPECIAL HURRICANE PRECAUTIONS.** During such periods of time as are designated by the United States Weather Bureau as being a hurricane or other severe weather warning or alert, all construction materials or equipment shall be secured against displacement by wind forces; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for such protection purposes, normal construction procedures or uses of materials or equipment may continue allowing such reasonable time as may be necessary to secure such materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment shall be secured by guying and shoring, by tying down loose materials, equipment and construction sheds.

23. SAFETY

- 23.1 The Successful Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Successful Proposer shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Fla. Statutes Section 440.56) and with the standards set forth in the Occupational Safety and Health Act of 1970 (OSHA) and its amendments.
- 23.2 The Successful Proposer shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:
- a. All employees on the work site and all other persons who may be affected thereby.
 - b. The work and all materials and equipment incorporated therein.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, structures and utilities not designated for removal, relocation or replacement in the course of the work.

24. WARRANTIES

- 24.1 Warranty of Title: The Successful Proposer warrants to the TOWN that all goods and materials furnished under the Contract will be new unless otherwise specified and that Successful Proposer possess good, clear, and marketable title to said goods and there are no pending liens, claims or encumbrances whatsoever

against said goods. All work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective.

- 24.2 Warranty of Specifications: The Successful Proposer warrants that all goods, materials and workmanship furnished, whether furnished by the Successful Proposer or its sub-contractors and suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted.
- 24.3 Warranty of Fitness for a Particular Purpose: The Successful Proposer warrants the goods shall be fit for and sufficient for the purpose(s) intended.
- 24.4 Warranty of Material and Workmanship: In addition, and as supplement to the above and all other warranties, the Successful Proposer warrants all material and workmanship for a minimum of one year from date of completion and acceptance by the TOWN. If within one year after acceptance by the TOWN, or within such larger period of time as may be prescribed by law, or applicable technical specifications, any of the work is found to be defective or not in accordance with the Contract Documents, the Successful Proposer shall after receipt of a written notice from the TOWN to do so, promptly correct the work unless the TOWN has previously given the Successful Proposer a written acceptance of such condition. This warranty does not limit or impair the continuing obligation of CONTRACTOR to indemnify and hold the TOWN harmless from all liability or causes of action and any damages of any kind whatsoever, including but not limited to consequential damages, resulting from CONTRACTOR's errors or omissions and is in addition to that warranty.
- 24.5 The Successful Proposer warrants to the TOWN that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 24.6 The Successful Proposer warrants to the TOWN that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 24.7 The Successful Proposer warrants to the TOWN that the consummation of the work provided for in the Contract Documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which the Successful Proposer is a party.
- 24.8 All warranties made by the Successful Proposer together with service warranties and guarantees shall run to the TOWN and the successors and assigns of the TOWN.

25. RISK OF LOSS

- 25.1 The risk of loss, injury or destruction, regardless of the cause of the casualty, shall be on the Successful Proposer until the delivery of the completed project and facilities to the TOWN, and inspection and final acceptance of the entire project by TOWN. Title to all goods, chattel and facilities shall pass to TOWN upon delivery and acceptance of the goods by TOWN as evidenced in writing.

26. PERMITS, FEES AND NOTICES

- 26.1 The Successful Proposer shall secure for all permits and licenses, which may be required for the proper execution and completion of the work. Proposer shall verify and include in their submitted Proposal this permit fee as specified by the Town of Jupiter Inlet Colony.
- 26.2 The Successful Proposer shall use its best efforts to obtain all necessary permits as soon as possible after the date of Contract commencement. Any delays in obtaining permits must be brought to the attention of the TOWN's designated employee without delay.
- 26.3 The Successful proposers shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The TOWN shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

27. CLEANING UP

- 27.1 The Successful Proposer at all times shall keep the premises free from accumulation of waste materials or rubbish caused by Proposers operations. At the completion of the work Proposer shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery and surplus materials and provide final cleaning and return the space to a condition suitable for use by the TOWN.

28. DELAYS AND EXTENSIONS OF TIME

- 28.1 The Contract time may only be changed by a written change order or amendment. Any claims for an extension or shortening of Contract time shall be based upon written notice delivered by the party making the claim to the other party not more than ten (10) calendar days after the occurrence of the event giving rise to the claim and stating the general nature of the claim otherwise it shall be waived. Any claims for extension of time shall be solely for that time which directly impacts the critical path as determined by the Town and accompanied by such documentation supporting such claim. A claim for time that does not impact the critical path of the project as determined by the Town shall not be considered. Failure of the TOWN to grant an extension of time shall not be a cause for stopping or delaying the progress of the work.

- 28.2 No claim for damages or any claim other than an extension of time shall be made or asserted against the TOWN by reason of any delays. An extension of time shall be CONTRACTOR's sole remedy for any delays; there shall be no claim to damages against TOWN by CONTRACTOR for delays of any nature.

29. DEFAULT

- 29.1 In the event the Successful Proposer shall default in any of the terms, obligations, restrictions or conditions in the Contract Documents, the TOWN shall give the Successful Proposer written notice by certified mail or hand delivery to CONTRACTOR's office of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event the Successful Proposer has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the TOWN, the TOWN shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the Successful Proposer shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

30. ASSIGNMENT

- 30.1 The Successful Proposer shall not assign or transfer its rights, title or interests in the Agreement nor shall Successful Proposer delegate any of the duties or obligations undertaken by Successful Proposer without TOWN's prior written approval.

31. APPLICABLE LAWS, ORDINANCE, RULES, CODES AND REGULATIONS & SITE

- 31.1 Familiarity with Laws: Notice is hereby given that the Successful Proposer, its officers, agents, employees, and contractors must be familiar with all Federal, State and Local Laws, ordinances, rules, codes and regulations and site conditions that may affect the work and the relation and effect of these laws and regulations on the site and the project. Ignorance on the part of the Proposer will in no way relieve him from the responsibility of compliance therewith. It shall be the duty of the Successful Proposer to thoroughly investigate all aspects and requirements of the site, project and specifications prior to submitting a proposal. Submission of a proposal shall constitute a statement that the Proposer has fully conducted all necessary inspections, reviews, and investigations.

32. MISTAKES

- 32.1 Proposers are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the RFP. Failure of the proposer to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract and may lead to rejection of a proposal.

33. INDEMNIFICATION

33.1 GENERAL INDEMNIFICATION: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the TOWN to defend TOWN, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against TOWN by reason of any such claim, cause of action or demand, CONTRACTOR shall, upon written notice from TOWN, resist and defend such lawsuit or proceeding by counsel satisfactory to TOWN or, at TOWN's option, pay for an attorney selected by the TOWN to defend TOWN. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the Town Attorney, any sums due CONTRACTOR under this Contract may be retained by TOWN until all of TOWN's claims for indemnification pursuant to this Contract have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by TOWN. Nothing herein shall be deemed a waiver or limitation of any sovereign immunity provided by law or any limitation of the TOWN'S liability in any statute or as otherwise provided by law.

33.2 To ensure the indemnification obligation contained above, CONTRACTOR shall, at a minimum, provide, pay for, and always maintain in force during the term of this Contract (unless otherwise provided) the insurance coverages set forth in section 34 in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.

34. PATENT AND COPYRIGHT INDEMNIFICATION

34.1 Successful Proposer agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract. This provision shall survive the termination of this contract.

34.2 Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnification's including, but not limited to, reasonable attorney's fees (including appellate

attorney's fees) and costs. This provision shall survive the termination of this Contract.

- 34.3 TOWN reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive TOWN's rights and immunities under the common law or Section 768.28, Fla. Stat., as amended from time to time.

35. INSURANCE

- 35.1 Proposers must submit copies of their current certificate(s) of insurance together with the Proposal. The successful proposer shall not commence operations until certification or proof of the insurance requirements have been received and approved by the Purchasing Agent. Any questions as to the intent of meaning of any part of the insurance requirements set out in the attached contract should be directed to the Purchasing Agent.
- 35.2 **AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL PROPOSER SHALL SUBMIT ADDITIONAL CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF JUPITER INLET COLONY IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL PROPOSER UNDER THE CONTRACT.** Insurance Companies selected must be acceptable to the TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by certified mail. Such notice shall constitute a default by the Successful Proposer.
- 35.3 Such policy or policies shall be without any deductible amount unless otherwise noted in this Contract and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in Palm Beach County, Florida. CONTRACTOR shall pay all deductible amounts, if any. CONTRACTOR shall specifically protect TOWN and the Jupiter Inlet Colony Town Commission by naming TOWN and the TOWN Commission, officers and employees as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.
- 35.4 The Successful Proposer shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance, which must include the following coverage, and minimum limits of liability:

a. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of Five Hundred Thousand and xx/100 dollars (\$500,000.00) per accident. Successful Proposer shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

b. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Proposer in the performance of the work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

c. Comprehensive General Liability with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office. Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

- i. Premises and Operations;
- ii. Independent Contractors;
- iii. Products and Completed Operations Liability;
- i. Broad Form Property Damage;
- iv. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
- v. Personal Injury coverage with employment contractual exclusions removed and deleted.

35.5 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following

minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability	A
Financial Size	<u>VIII</u>

- 35.6 In addition to the above referenced insurance requirements for the successful proposer, the successful proposer shall require each of its subcontractors of any tier to maintain the insurance required herein, with the exception that the minimum limits of liability shall be reduced to \$100,000.00 / \$200,000.00 (under Section 768.28, Fla. Stat.) for all coverage's (Worker's Compensation, Comprehensive Automobile Liability and Comprehensive General Liability). The successful proposer shall provide verification thereof to Town upon request of TOWN.
- 35.7 Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide TOWN with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 35.8 The Successful Proposer shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 35.9 The Successful Proposer agrees to perform the work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of TOWN.
- 35.10 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and TOWN, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Proposer shall thereupon cease and terminate.

36. PATENT AND COPYRIGHT INDEMNIFICATION

- 36.1 Successful Proposer agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract. This provision shall survive the termination of this contract.

37. LEGAL REQUIREMENTS

- 37.1 Applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and

disputes which may arise between person (s) attaching a proposal response hereto and the TOWN by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof.

37.2 In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.

d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

e. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

38. PUBLIC RECORDS/ CONFIDENTIAL INFORMATION

38.1 Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the TOWN in connection with a Proposer's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S. provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

If the Proposer believes any of the information contained in the response is exempt from the Public Records Law, then the Proposer must in the response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town will treat all materials received as public records.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to the contract, contact Ivelisse Chico-Randazzo, Town Clerk, 50 Colony Road, Jupiter Inlet Colony, FL 33487; (561) 746-3787; randazzo@jupiterinletcolony.org. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 119, FLORIDA STATUTES WITH RESPECT TO ALL PUBLIC RECORDS.

SPECIFICALLY, THE CONTRACTOR SHALL:

- a. Keep and maintain public records required by the TOWN to perform the service.
- b. Upon request from the TOWN'S custodian of public records, 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 this chapter 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 public agency.
- d. Upon completion of the contract, transfer, at no cost, to the TOWN all public records in possession of the contractor or keep and maintain public records required by the TOWN to perform the service. If the contractor transfers all public records to the TOWN upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the information technology systems of the TOWN.

39. CONE OF SILENCE

- 39.1 A Cone of Silence shall be in effect during a Competitive Solicitation beginning upon advertisement for requests for proposals, requests for qualifications and complete bids. The Cone of Silence shall terminate at the time Town Commission makes final award of bid or gives final approval of contract or contract amendment, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation. The Cone of Silence shall continue through the negotiation phase for requests for proposals and requests for qualifications and shall not end until the Commission gives final approval on the contract.
- 39.2 Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Competitive Solicitation or that is subject to being evaluated or having its response evaluated in connection with a

Competitive Solicitation, including a person or entity's representative shall not have any communication with any person or group or persons appointed or designated by the TOWN Commission or the TOWN Administrator to evaluate, select, or make a recommendation to the Town Commission or the Town Administrator regarding a Competitive Solicitation.

39.3 The Cone of Silence shall not apply to written or oral communications with legal counsel for the TOWN or the Purchasing Agent for the TOWN.

39.4 Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation shall be made by the TOWN Commission.

40. DRUG FREE WORKPLACE

40.1 In accordance with Section 287.087, Fla. Stat., preference shall be given to business with Drug-free workplace programs. Whenever two (2) or more proposal which are equal with respect to price, quality, and service are received by the TOWN for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

41. ADDITIONAL PROVISIONS

41.1 Cancellation of Bids:

- a. Any time prior to proposal opening date and time, the TOWN may cancel or postpone the proposal opening or cancel the Request for Proposals in its entirety.
- b. After bids are open, any or all proposals may be rejected by the TOWN.

41.2 Withdrawals of Proposals

- a. Any bidder may voluntarily withdraw or amend their bid at any time prior to the bid opening by providing written notice to the TOWN. Amendments should be forwarded to the TOWN Clerk, sealed and identified.
- b. After proposal opening, bidders shall not be allowed to withdraw a bid in less than ninety (90) days, or a specific time period stated in the invitation to bid with the following exception: the bid is so outrageous as to be a prima facie evidence of a bid mistake, but a mistake that cannot be corrected by correction of mathematical computation.

END OF DOCUMENT

Town North and South Beach Access Improvements Project

DRUG-FREE WORKPLACE

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
MURRAY LOGAN CONSTRUCTION LLC (Name of Proposer) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Proposer's Signature

DAVID LOGAN, PRESIDENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Palm Beach

DAVID LOGAN (Name) being first duly sworn, deposes and says that:

1. He/she is the (~~Owner, Partner, Officer, Representative or Agent~~) of MURRAY LOGAN CONSTRUCTION, LLC (Company Name), the Proposer that has submitted the attached Proposal;

2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposal, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

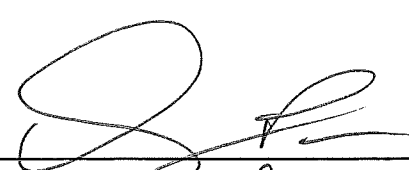
Signed, sealed and delivered in the presence of:



Witness



Witness

By: 
Title DAVID LOGAN, PRESIDENT

ACKNOWLEDGMENT

State of Florida

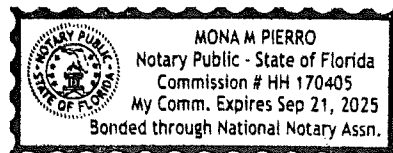
County of Palm Beach

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of (X) physical presence or () online notarization this 3rd day of November, 2022 by Daniel Louch who (X) is personally known to me or () has produced _____ as identification.

Mona M. Pierro

Notary Public

My Commission Expires: 9/21/25



ADDENDUM #1

JUPITER INLET COLONY BEACH WALK IMPROVEMENTS

BID DUE DATE: 11/3/22 AT 2:00 PM

The following information shall become part of this bid and shall be binding as if originally contained therein.

During the Pre-Bid Meeting the following was discussed and shall be made a part of the Contract Documents.

1. The bids are due on 11/3/2022 at 2:00 p.m. The bids needs to be submitted to Kevin Lucas, Town Administrator at 50 Colony Road Jupiter, Florida 33469.
2. FDEP Permit PB-1405 was distributed to all bidders. As part of the permit, there were several conditions of the permit that were necessary for the contractor to be aware of and to take into consideration on the bid.
3. Upon the site visit to the south site, it was determined that the sub structure for the ramp and deck should be replaced. A new sheet, SD-5 is attached as part of Addendum No. 1
4. No purchase order will be issued.
5. Working hours are 8 a.m. – 5 p.m. Monday-Friday. 9 a.m. – 5 p.m on Saturday.
6. Work shall be phased such that one beach access point will be open to the public at all times. The south site shall be constructed first.
7. A Bid Proposal form will be issued as part of this addendum.
8. No bond or security is required.
9. There is existing water at each site for the contractor's use. There is no power.
10. Port-o-let toilets are allowed but must be screened in accordance with the Town's requirements.
11. Parking is available at the Town Hall site as required to minimum on street parking at the project locations. Traffic cones shall be placed at any vehicles at the project sites at all times.
12. North site to be graded as indicated on the plans and left sod ready. No irrigation, landscape or sod will be required. That will be provided by another contractor.
13. Contractor to provide acknowledgement of this Addendum.


QUESTIONS

1. Regarding construction material disposal. It was asked if a dump trailer could be used.

RESPONSE: A Contractor owned dump trailer can only be used if it is removed daily from the site, otherwise, a dumpster provided by the Town's approved waste company, Waste Management, Inc. must be used.

This Addendum No. 1 consists of 2 pages, plus the 10-pages noted in the attachments below.

RECEIPT OF ADDENDUM #1 IS HEREBY ACKNOWLEDGED

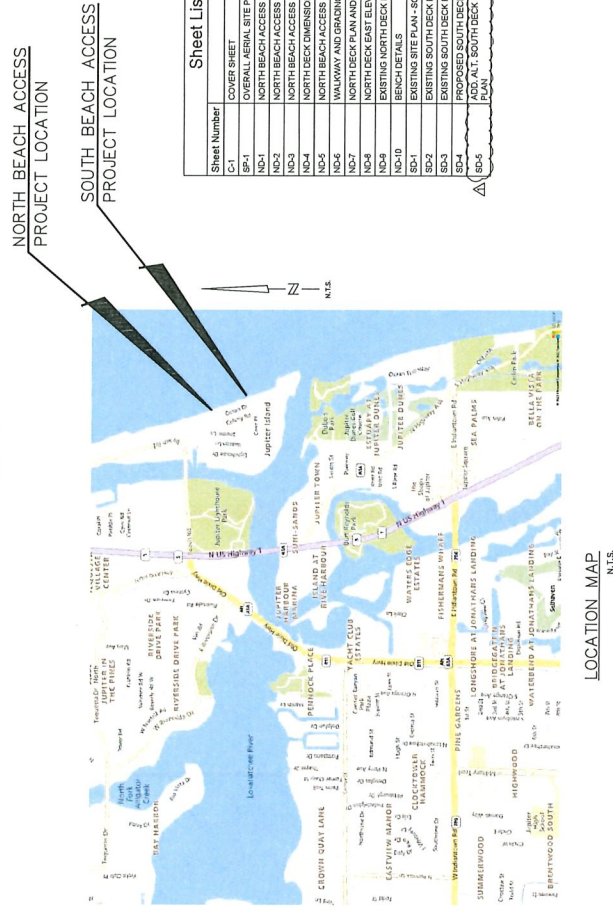
MURRAY LOGAN CONSTRUCTION LLC
Firm Name

Signature DAVID LOGAN PRESIDENT

Attachments

1. Bid Proposal Form (2-pages)
2. FDEP Permit, No. PB-1405 (7-pages)
3. Plan Sheet, SD-5 (1-page)

EXHIBIT B

CONSTRUCTION PLANS
FOR
NORTH AND SOUTH BEACH ACCESS IMPROVEMENTS
PREPARED FOR
JUPITER INLET COLONY, FLORIDA
SEPTEMBER 2022



Sheet List Table		Sheet Title
Sheet Number	Cover Sheet	
C-1	OVERALL AERIAL SITE PLAN	
SP-1	NORTH BEACH ACCESS REMEDIATION PLAN	
ND-1	NORTH BEACH ACCESS HORIZONTAL CONTROL PLAN- WEST	
ND-2	NORTH BEACH ACCESS HORIZONTAL CONTROL PLAN- EAST	
ND-3	NORTH BEACH ACCESS DIMENSIONAL CONTROL TO THE COCL	
ND-4	NORTH BEACH ACCESS GRADING PLAN	
ND-5	WALKWAY AND GRADING DETAILS	
ND-6	NORTH DECK PLAN AND ELEVATIONS AND GENERAL NOTES	
ND-7	NORTH DECK EAST ELEVATION AND DETAILS	
ND-8	NORTH DECK WEST ELEVATION AND DETAILS	
ND-9	BASTING NORTH DECK PHOTOS	
ND-10	BASTING DETAILS	
SD-1	BASTING SITE PLAN - SOUTH DECK	
SD-2	BASTING SOUTH DECK PLAN	
SD-3	BASTING SOUTH DECK PHOTOS	
SD-4	PROPOSED SOUTH DECK IMPROVEMENTS	
SD-5	AUT. A.T. SOUTH DECK SUBSTRUCTURE REPLACEMENT	

BID SET



No.		10/27/22		TCJ		DATE		BY		ADJUDICUM NO. 1 - ADDED SHEET 50-5		REVISIONS		No.	



SOUTH DECK IMPROVEMENTS IS LOCATED BETWEEN 16 AND 17 OCEAN DRIVE. WORK IN THIS AREA INCLUDES AN IMPROVED DECK AND STAIR REPLACEMENT. SEE SHEETS SD-1 - SD-4

Lighthouse Drive

[illegible]

Kimley»Horn

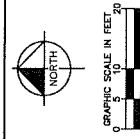
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEXIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-843-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	DATE	SCALE	AS SHOWN	SS	SS	TC
140215000	SEPT. 2022	DESIGNED BY	SS	SS		
		DRAWN BY				
		CHECKED BY				

NORTH AND SOUTH BEACH ACCESS IMPROVEMENTS PREPARED FOR JUPITER INLET COLONY

LICENSED PROFESSIONAL
 THOMAS C. JENSEN
 FLORIDA LICENSE NUMBER
 37290

SHEET NUMBER
SP-1




**CALL 2 WORKING DAYS
BEFORE YOU DIG**

811

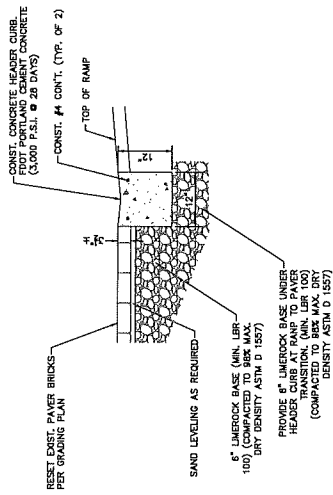
**IT'S THE LAW!
DIAL 811**

**Know what's below.
Call before you dig.**

 **FLORIDA DEPARTMENT OF TRANSPORTATION**

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

 <p>© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 1920 N. WEST PALM BEACH, FL 33411 PHONE: 561-445-5600 WWW.KIMLEY-HORN.COM REGISTRY NO. 35108</p>		1921 PROJECT 1402150000 DATE SEPT. 2022 SCALE AS SHOWN DESIGNED BY SS DRAWN BY SS CHECKED BY TCI		NORTH AND SOUTH BEACH ACCESS IMPROVEMENTS PREPARED FOR JUPITER INLET COLONY		LICENSED PROFESSIONAL THOMAS C. JENSEN FUROR LICENSE NUMBER 37260 DATE FLORIDA		NORTH DECK DIMENSIONAL CONTROL TO THE CCLL		SHEET NUMBER ND-4	
REVISIONS		DATE		BY		NO.		SHEET		TOTAL	



**NORTH DECK PLAN AND
ELEVATIONS AND GENERAL
NOTES**

SHEET NUMBER

ND-7

ND-8
SHEET NUMBER

No.	REVISIONS		DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC. 33411
1920
PHONE: 561-845-5655 FAX: 561-852-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	140215000
DATE	SEP 11, 2022
SCALE	AS SHOWN
DESIGNED BY	SS
DRAWN BY	SS
CHECKED BY	TCC

NORTH AND SOUTH BEACH
ACCESS IMPROVEMENTS
PREPARED FOR
JUPITER INLET COLONY
JUPITER INLET COLONY,
FLORIDA

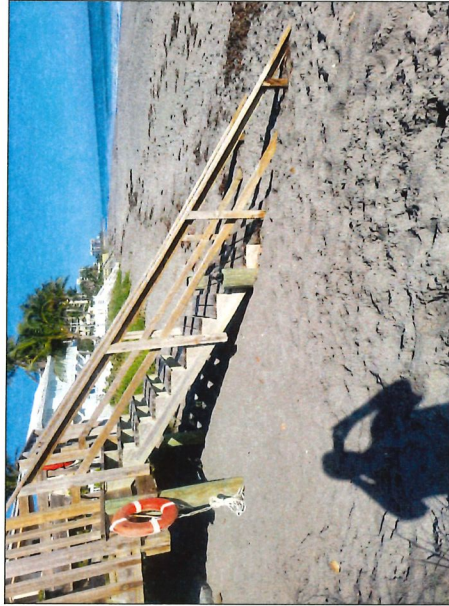
LICENSED PROFESSIONAL	THOMAS C. JENSEN	DATE	
	FLORIDA LICENSE NUMBER		37290

EXISTING NORTH DECK PHOTOS

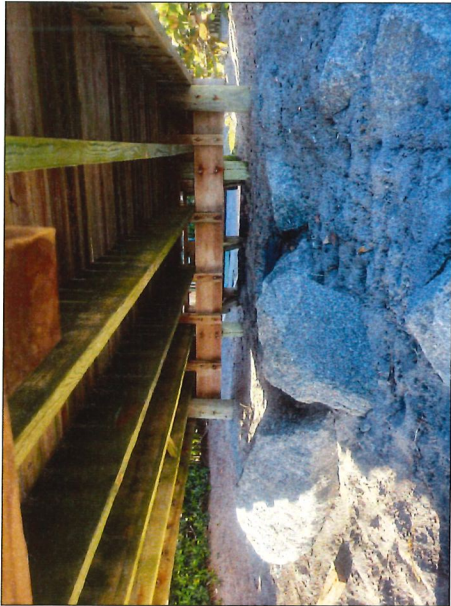
SHEET NUMBER
ND-9



EAST ELEVATION



PARTIAL SOUTH ELEVATION



UNDER EXISTING DECK LOOKING WEST

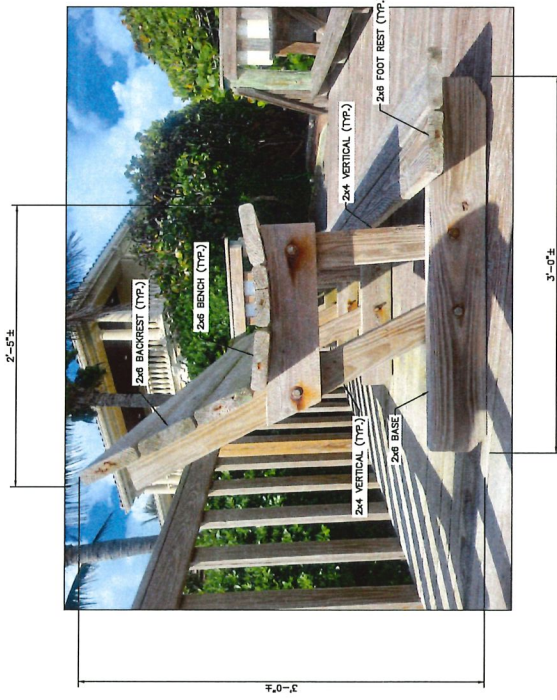


UNDER EXISTING DECK LOOKING EAST

NOTE:
REMOVE EXISTING WOOD STAIRS AND DECK.
REMOVE EXIST. PILES OUTSIDE THE 20'
FOOT EXIST. DECK FOOTPRINT. NEW PILES TO BE CUT
CUT 12" BELOW EXIST. GRADE. PROVIDING
2' CLEARANCE FROM NEW PILES.
EXISTING WOOD STAIRS AND DECK TO BE DEMOLISHED
AND RELOCATED AS NECESSARY.
RELOCATE EXISTING AS NECESSARY UNDER
NEW DECK

BID SET

811
CALL 811 BEFORE YOU DIG
IT'S THE LAW!
Know what's below.
Call 811 before you dig.
SMOKE STATE ONE CALL FLORIDA, INC.



BENCH NOTE:

1. BENCHES SHALL BE CONSTRUCTED WITH TREX SYNTHETIC MATERIAL TO BE INSTALLED PER MANUFACTURERS SPECIFICATIONS.
2. PROVIDE EIGHT (8) BENCHES, FOUR (4) AT EACH LOCATION. LENGTH TO BE HALF OF THE TOTAL LENGTH OF THE DECK.
3. MATCH EXISTING FOOT REST, BENCH HEIGHT, BACK HEIGHT AND ANGLE AS SHOWN.
4. ANY DEVIATIONS FROM THESE DIMENSIONS SHALL BE APPROVED BY THE E.O.R. AND THE OWNER PRIOR TO ANY FABRICATION.
5. BENCHES SHALL NOT BE FASTENED TO DECK.
6. SEE GENERAL NOTES ON SHEET NO-7 FOR HARDWARE AND ADDITIONAL SPECIFICATIONS.

BID SET



NORTH AND SOUTH BEACH ACCESS IMPROVEMENTS PREPARED FOR JUPITER INLET COLONY JUPITER INLET COLONY

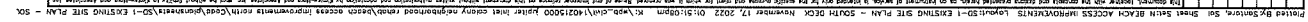
LICENSED PROFESSIONAL
THOMAS C. JENSEN
FLORIDA LICENSE NUMBER
37290
DATE: _____

ND-10
SHEET NUMBER

KHA PROJECT 140215000	DATE SEPT. 2022	SCALE AS SHOWN	DESIGNED BY SSS	DRAWN BY SSS	CHECKED BY TCD
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Kimley»»Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEXIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0655 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

[illegible]




BID SET


**CALL 2 WORKING DAYS
BEFORE YOU DIG**

IT'S THE LAW!

DIAL 811

**Know what's below.
Call before you dig.**





**FLORIDA DEPARTMENT OF
TRANSPORTATION**

FLORIDA'S STATEWIDE ONE CALL OF FLORIDA, INC.

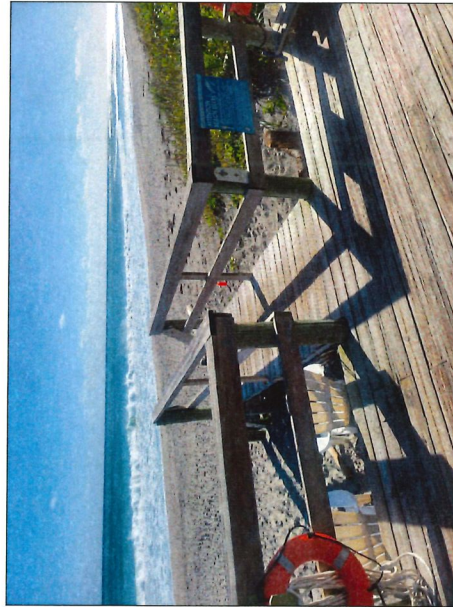
SHEET NUMBER
SD-2

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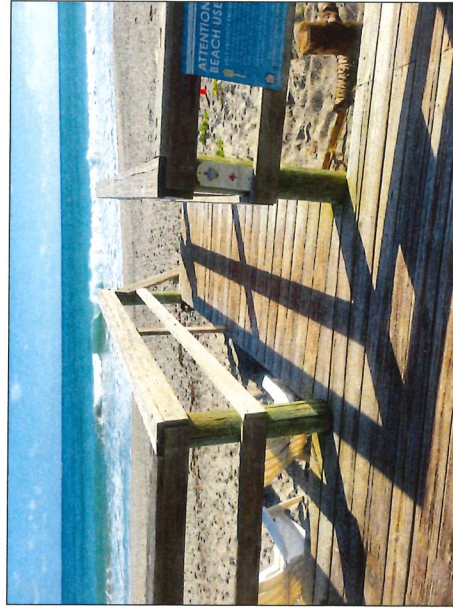
EAST ELEVATION - STAIRS TO BE REPLACED



PARTIAL NORTH ELEVATION - STAIRS TO BE REPLACED



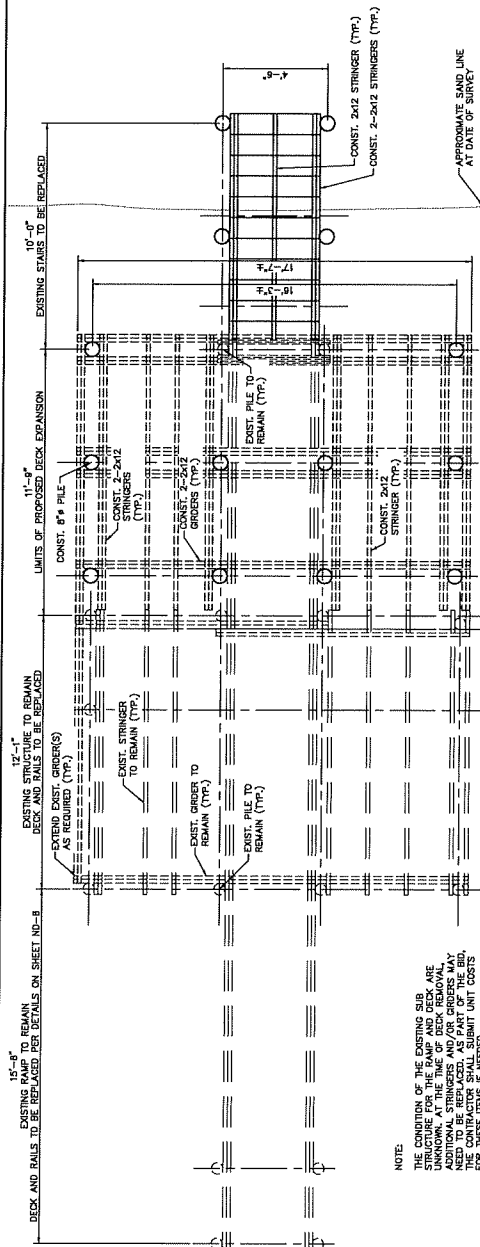
EXISTING WALK WAY TO BE REPLACED WITH DECK



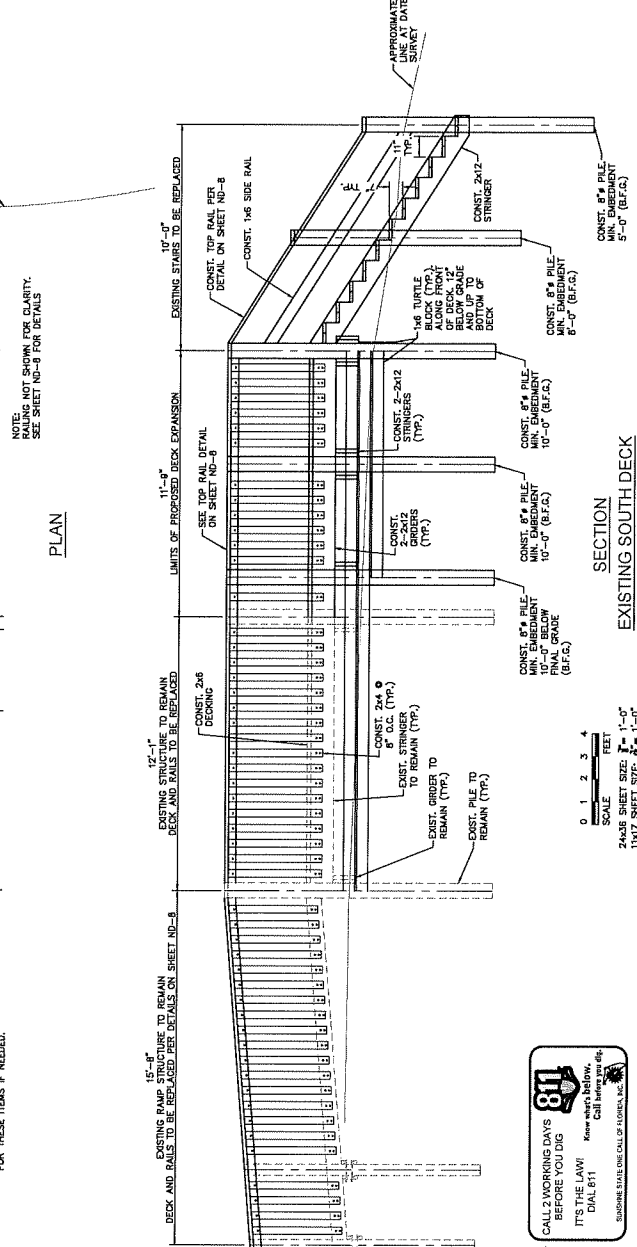
EXISTING WALK WAY TO BE REPLACED WITH DECK

BID SET






SEE GENERAL NOTES ON SHEET ND-7
AND TYPICAL DETAILS ON SHEET ND-8



**CALL 2 WORKING DAYS
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DIAL 811**

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Call before you dig.**



SINCE 1986, STATE ONE CALL FOR DIGGING, INC.

SECTION
EXISTING SOUTH DECK

BID SET

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1920 MEXIKA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
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**NORTH AND SOUTH BEACH
ACCESS IMPROVEMENTS**
PREPARED FOR
JUPITER INLET COLONY
JUPITER INLET COLONY,

PROPOSED SOUTH DECK IMPROVEMENTS	SHEET NUMBER SD-4
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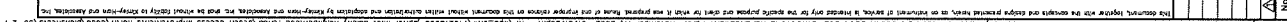


EXHIBIT C



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Office of Resilience and Coastal Protection
Coastal Construction Control Line Program
2600 Blair Stone Road - Mail Station 3522
Tallahassee, Florida 32399-2400
(850) 245-2094

PERMIT NUMBER: PB-1405

PERMITTEE

Jupiter Inlet Colony
c/o Thomas Jensen, P.E.
Kimley Horn
1920 Wekiva Way
West Palm Beach, Florida 33411

NOTICE TO PROCEED AND PERMIT FOR CONSTRUCTION OR OTHER ACTIVITIES
PURSUANT TO SECTION 161.053, FLORIDA STATUTES

FINDINGS OF FACT: An application for authorization to conduct the activities seaward of the coastal construction control line that are indicated in the project description, was filed by the applicant/permittee named herein on April 19, 2022 and was determined to be complete pursuant to rule on August 29, 2022.

CONCLUSIONS OF LAW: After considering the merits of the proposal and any written objections from affected persons, the Department finds that upon compliance with the permit conditions, the activities indicated in the project description of this permit are of such a nature that they will result in no significant adverse impacts to the beach/dune areas or to adjacent properties; that the work is not expected to adversely impact nesting sea turtles, their hatchlings, or their habitat; and that the work is expendable in nature and/or is appropriately designed in accordance with Section 62B-33.005, Florida Administrative Code. Based on the foregoing considerations, the Department approves the application; and authorizes construction and/or activities at the location indicated below in strict accordance with the project description, the approved plans (if any) and the General Permit Conditions which are attached and are by this reference incorporated herein, and any additional conditions shown below, pursuant to Section 161.053(4), Florida Statutes.

EXPIRATION DATE: September 23, 2023

LOCATION: Between approximately 240 feet and 1,208 feet south of the Department of Environmental Protection's reference monument R-9, in Palm Beach County. Project address: Between 8 and 9 Ocean Drive, and 16 and 17 Ocean Drive, Jupiter.

PROJECT DESCRIPTION:

The applicant/permittee is authorized to remove the existing wood stairs and deck on the northern dune walkover, construct a new deck to be located at a maximum of 153 feet seaward of the control line, and install pavers landward of the deck. They are also authorized to replace the existing wood stairs and deck on the southern dune walkover, as depicted on the approved plans.

SPECIAL PERMIT CONDITIONS:

1. Prior to commencement of construction activity authorized by this permit, a preconstruction conference shall be held at the site among the contractor, the owner or authorized agent, and a staff representative of the Department to establish an understanding among the parties as to the items specified in the special and general conditions of the permit. The proposed locations of the structures shall be staked out for the conference. **Contact Hailey Wilson at (772) 919-5786 to schedule a conference.**

2. Prior to commencement of construction activity authorized by this permit, a temporary construction fence shall be erected along the perimeter of the permitted activity. The fence shall remain in place until the construction authorized by this permit is complete. The optimum siting of the construction fence shall be determined during the preconstruction conference by the staff representative so as to provide maximum protection to the existing native vegetation and dune features located on the site.
3. All rubble, debris, wood, posts, piles and damaged or broken concrete resulting from this demolition and construction shall be removed and relocated landward of the coastal construction control line.
4. No construction, operation, transportation or storage of equipment or materials is authorized on marine turtle nesting habitat (sandy beach) during nesting season of March 1 through October 31.
5. All activity shall be confined to daylight hours. No temporary lighting of the construction area is authorized at any time during the marine turtle nesting season. No permanent lighting is authorized.
6. All activities shall avoid marked marine turtle nests including those that may be on the beach before or after the marine turtle nesting season. Any impacts to nests that may have inadvertently occurred or if a marine turtle nest is exposed, or a dead, injured, or sick marine turtle is discovered, the Permittee shall ensure that the Marine Turtle Permit Holder be notified immediately such that appropriate conservation measures can be taken. Within 24 hours of any such occurrence, the Permittee shall submit a report detailing the incident (e.g., date, time, permit number, location, photos, contact information, incident and response descriptions) to the FWC at MarineTurtle@MyFWC.com.
7. All debris (including rocks, sandbags, construction materials, etc.) shall be removed and disposed of in a location landward of the Coastal Construction Control Line. All temporary disturbances in the sand (including, but not limited to, ruts, depressions, mounds, etc.) resulting from work activities shall be filled in and raked smooth after project completion.
8. To reduce the risk of marine turtle entrapment, walkover structures shall have three (3) feet of vertical clearance beneath them and at least five (5) feet of horizontal clearance where they meet the beach. The vertical clearances include support bracing, as well as stairs. The horizontal clearances include between support pilings, and between stair blocking and pilings. Where these clearances cannot be met (such as under the stairs), blocking with appropriate materials shall be used to preclude marine turtle, including hatchling, access. Appropriate materials include solid boards, planks with no more than one inch spacing, or nylon 1 x 1 mesh. The blocking material shall be buried a minimum of one foot into the sand, have a vertical minimum height of two feet, and are properly secured to support posts. These clearances shall be maintained if the elevation of the beach rises or lowers after construction. If adjacent to a bulkhead, structures shall be constructed as close to the bulkhead as possible (less than a foot) to avoid entrapment between pilings and the bulkhead.

GENERAL PERMIT CONDITIONS:

(1) The following general permit conditions shall apply, unless waived by the Department or modified by the permit:

(a) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by the Department as part of the permit. Deviations therefrom, without written approval from the Department, shall be grounds for suspension of the work and revocation of the permit pursuant to section 120.60(7), F.S., and shall result in assessment of civil fines or issuance of an order to alter or remove the unauthorized work, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized without prior written approval from the Department. A copy of the notice to proceed shall be conspicuously displayed at the project site. Approved plans shall be made available for inspection by a Department representative.

(b) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles, their nests and habitat, or adjacent property and structures.

(c) The permittee shall allow any duly identified and authorized member of the Department to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of the Department until all construction or activities authorized or required in the permit have been completed and all project performance reports, certifications, or other documents are received by the Department and determined to be consistent with the permit and approved plans.

(d) The permittee shall hold and save the State of Florida, the Department, and its officers and employees harmless from any damage, no matter how occasioned and no matter what the amount, to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.

(e) The permittee shall allow the Department to use all records, notes, monitoring data, and other information relating to construction or any activity under the permit, which are submitted, for any purpose necessary except where such use is otherwise specifically forbidden by law.

(f) Construction traffic shall not occur and building materials shall not be stored on vegetated areas seaward of the control line unless specifically authorized by the permit. If the Department determines that this requirement is not being met, positive control measures, such as temporary fencing, designated access roads, adjustment of construction sequence, or other requirements, shall be provided by the permittee at the direction of the Department. Temporary construction fencing shall not be sited within marine turtle nesting habitats.

(g) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored as prescribed in the permit with suitable fill material or revegetated with appropriate beach and dune vegetation. When required for mitigation, dune vegetation will be considered successfully established if within 180 days of planting, a minimum of 80 percent of the planting units survive, a minimum of 80 percent of the planted area is covered with native species and the vegetation is continuous without gaps along the shoreline.

(h) All fill material placed seaward of the CCCL shall meet the requirements of subsection 62B-33.005(7), F.A.C. All such fill material shall be free of construction debris, rocks, clay, or other foreign matter; and shall be obtained from a source landward of the CCCL.

(i) If surplus sand fill results from any approved excavation seaward of the control line, such material shall be distributed seaward of the control line on the site, as directed by the Department, unless otherwise specifically authorized by the permit. Sand fill placed seaward of the frontal dune, bluff or coastal armoring in marine turtle nesting habitat shall be configured such that it does not interfere with marine turtle nesting.

(j) Any native salt-tolerant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of the Department, with other native salt-tolerant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the Department, all plants installed in beach and coastal areas – whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise – shall be of species indigenous to Florida beaches and dunes, such as sea oats, sea grape, saw palmetto, panic grass, saltmeadow hay cordgrass, seashore saltgrass, and railroad vine, and grown from stock indigenous to the region in which the project is located.

(k) All topographic restoration and revegetation work is subject to approval by the Department, and the status of restoration shall be reported as part of the final certification of the actual work performed.

(l) If not specifically authorized elsewhere in the permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle nesting season. The marine turtle nesting season is May 1 through October 31 in all counties except Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties where leatherback turtle nesting occurs during the period of March 1 through October 31.

(m) If not specifically authorized elsewhere in the permit, no temporary lighting of the construction area is authorized at any time during the marine turtle nesting season and no additional permanent exterior lighting is authorized.

(n) All non-opaque walls, balcony railings, deck railings, windows and doors visible from any point on the beach must be tinted to a transmittance value (light transmission from inside to outside) of 45 percent or less through the use of tinted glass or window film.

(o) The permit has been issued to a specified property owner and is not valid for any other person unless formally transferred. An applicant requesting transfer of the permit shall sign the permit transfer agreement form, agreeing to comply with all terms and conditions of the permit, and return it to the Department. The transfer request shall be provided on the form entitled “Permit Transfer Agreement” – DEP Form 73-103 (Revised 1/04), which is hereby adopted and incorporated by reference. No work shall proceed under the permit until the new owner has received a copy of the transfer agreement approved by the Department. A copy of the transfer agreement shall be displayed on the construction site along with the permit. An expired permit shall not be transferred. Copies of the “Permit Transfer Agreement” form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(p) The permittee shall immediately inform the Department of any change of mailing address of the permittee and any authorized agent until all requirements of the permit are met.

(q) For permits involving habitable major structures, all construction on the permitted structure shall stop when the foundation pilings have been installed. At that time the foundation location form shall be submitted to and accepted by the Department prior to proceeding with further vertical construction above the foundation. The form shall be signed by a professional surveyor, licensed pursuant to chapter 472, F.S., and shall be based upon such surveys performed in accordance with chapter 472, F.S., as are necessary to determine the actual configuration and dimensioned relationship of the installed pilings to the control line. The information shall be provided to the Department using the form entitled “Foundation Location Certification” – DEP Form 73-114B (Revised 9/05), which is hereby adopted and incorporated by reference. Phasing of foundation certifications is acceptable. The Department shall notify the permittee of approval or rejection of the form within seven (7) working days after staff receipt of the form. All survey information upon which the form is based shall be made available to the Department upon request. Permits for repairs or additions to existing structures with nonconforming foundations are exempt from this condition.

(r) For permits involving major structures and exterior lighting on major structures, the permittee shall provide the Department with a report by a registered professional within 30 days following completion of the work. For permits involving armoring or other rigid coastal structures, the permittee shall provide the Department with a report by an engineer licensed in the State of Florida within 30 days following completion of the work. The report shall state that all locations specified by the permit have been verified and that other construction and activities authorized by the permit, including exterior lighting, have been performed in compliance with the plans and project description approved as a part of the permit and all conditions of the permit; or shall describe any deviations from the approved plans, project description, or permit conditions, and any work not performed. Such report shall not relieve the permittee of the provisions of paragraph 62B-33.0155(1)(a), F.A.C. If none of the permitted work is performed, the permittee shall inform the Department in writing no later than 30 days following expiration of the permit. The report shall be provided on the form entitled "Final Certification" DEP Form 73-115B (Revised 9/05), which is hereby adopted and incorporated by reference. Copies of the "Final Certification" form are available at the following website: <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms>.

(s) Authorization for construction of armoring or other rigid coastal structures is based on an engineering review and assessment of the design and anticipated performance and impact of the structure as a complete unit. Construction of any less than the complete structure as approved by the Department is not authorized and shall result in the assessment of an administrative fine and the issuance of an order to remove the partially constructed structure. Modifications to the project size, location, or structural design shall be authorized by the Department in accordance with rule 62B-33.013, F.A.C.

(2) The permittee shall not commence any excavation, construction, or other physical activity on or encroaching on the sovereignty land of Florida seaward of the mean high water line or, if established, the erosion control line until the permittee has received from the Board of Trustees of the Internal Improvement Trust Fund the required lease, license, easement, or other form of consent authorizing the proposed use.

(3) The permittee shall obtain any applicable licenses or permits required by Federal, state, county, or municipal law.

(4) This permit does not authorize trespass onto other property.

(5) In the event of a conflict between a general permit condition and a special permit condition, the special permit condition shall prevail.

(6) Copies of any forms referenced above can be obtained by contacting the Department of Environmental Protection, 2600 Blair Stone Road, MS 3522, Tallahassee, Florida 32399-2400, at <https://floridadep.gov/water/coastal-construction-control-line/content/coastal-construction-control-line-cccl-forms> or by telephoning (850)245-8336.

Approved plans are incorporated into this permit by reference.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

PERMITTEE: Jupiter Inlet Colony
PERMIT NUMBER: PB-1405
PAGE 7

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Nathan Bonanno, E.I., Permit Manager
Coastal Construction Control Line Program
Office of Resilience and Coastal Protection

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Thomas Jensen, Agent tom.jensen@kimley-horn.com
Sal Santore, Agent sal.santore@kimley-horn.com
Dan Comerford, Jupiter Inlet Colony Mayor comerfordd@jupiterinletcolony.org

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

<u>Indiya Walker</u>	<u>09/23/2022</u>
Clerk	Date

EXHIBIT D

BID PROPOSAL FORM

Town North and South Beach Access Improvements Project

BID PROPOSAL

The undersigned, having carefully examined and thoroughly reviewed specifications for the above-named project; and become fully familiar with all conditions affecting the work required by those Construction Plans and specifications prepared by Kimley-Horn and Associates, Inc. dated September 2022 including the scopes of work and permitting requirements, hereby proposes to provide all materials, labor, services, etc., required thereby for the lump sum bid items noted below;

1. North Beach Access Improvements

- **Lump Sum Bid Amount (Item No. 1)**

\$ 144,000⁻

2. South Beach Access Improvements

- **Lump Sum Bid Amount (Item No. 2)**

\$ 124,000⁻

Total Lump Sum Bid Amount (Item No. 1 & 2)

\$ 268,000⁻

A. Additive Alternate Bid Item (South Beach Access)

- 1. Removal and Replacement of
Substructure Pilings/Stringers/Girders/SS
Hardware (per Details on Sheet SD-5)**

- **Lump Sum Bid Amount (Add. Alt. Bid Item)**

\$ INCLUDED IN ITEM 2 ABOVE.

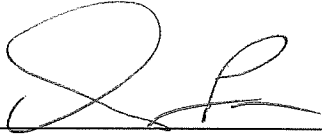
The Contractor represents that all statements he/she makes in this Proposal are complete and correct. The Contractor's bid covers all items in the Construction Plans and Specifications submitted by the Town of Jupiter Inlet Colony without change.

COMPLETION

It is intended that the work under this Contract be completed within 120 calendar days (on or before March 1, 2023) after commencement of the Project.

CONTRACT

On acceptance of this proposal for said work the Undersigned hereby binds him/herself or themselves to enter into written contract with the Town within fifteen (15) days of notification of bid award and to comply in all respects with the provisions set forth in this proposal and in the Construction Agreement. Failure to do so will be considered a default by the bidder.

Contractor's Signature:  Date: 11/3/22

Contractor's Name: David Logan Presicour

Contractor's address: 313 65th Trail N.

West Palm Beach FL 33413

Telephone: 561-686-3948