



**THOUSAND OAKS
COMMUNITY DEVELOPMENT
DISTRICT**

**PALM BEACH COUNTY
REGULAR BOARD MEETING
JULY 13, 2020
4:15 P.M.**

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.thousandoakscedd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT

Join by URL for VIDEO ACCESS at:
<https://us02web.zoom.us/j/82687235722>

Meeting ID: 826 8723 5722

Dial In At: 1 929-436-2866

REGULAR BOARD MEETING

July 13, 2020

4:15 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. June 8, 2020 Regular Board Meeting & Public Hearing Minutes.....Page 2
- G. Old Business
- H. New Business
 - 1. Discussion Regarding Preserve Treatment Vendor
 - 2. Consider Approval of Hiring and Approving Proposal for Environmental Consultant.....Page 5
 - 3. Consider Approval of Preserve Erosion Repair Proposals.....Page 13
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

Palm Beach Daily Business Review

July 2, 2020

Miscellaneous Notices

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REGULAR BOARD MEETING

NOTICE IS HEREBY GIVEN that the Thousand Oaks Community Development District (the "District") will hold a regular meeting (the "Meeting") of its Board of Supervisors (the "Board") on July 13, 2020, at 4:15 p.m. to be conducted by telephonic and video conferencing communications media technology pursuant to Executive Orders 20-52, 20-69, and 20-112 issued by Governor DeSantis on March 9, 2020, March 20, 2020, and April 29, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The Meeting is being held to consider any business that may properly come before it.

While it is necessary to hold the Meeting utilizing communications media technology due to the current COVID-19 public health emergency, the District fully encourages public participation in a safe and efficient manner. Participants may attend the Meeting by accessing the District's website, www.thousandoakscdd.org and clicking on the meeting link you will find on the homepage, or utilizing the following login information:

Join by URL for VIDEO ACCESS at:

[https://us02web.zoom.us/j/](https://us02web.zoom.us/j/82687235722)

82687235722

Meeting ID: 826 8723 5722

Or Dial In at:

1 929-436-2866

A copy of the agenda for the Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or akarmeris@sdsinc.org (the "District Manager's Office") during normal business hours. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting.

Any person requiring special accommodations in order to access and participate in the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800- 955-8770 (Voice), for aid in contacting the District Manager's Office.

As indicated above, this Meeting will be conducted by media communications technology.

Anyone requiring assistance in order to obtain access to the telephonic, video conferencing, or other communications media technology being utilized to conduct this Meeting should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. Similarly, any person requiring or that otherwise may need assistance accessing or participating in this Meeting because of a disability or physical impairment is strongly encouraged to contact the District Manager's Office at least forty-eight (48) hours in advance so that arrangements may be made. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT

www.thousandoakscdd.org

7/2 20-05/0000476048P

**THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING**

Held via Zoom at:

<https://us02web.zoom.us/j/83735420043>

Meeting ID: 837 3542 0043

JUNE 8, 2020

A. CALL TO ORDER

The June 8, 2020, Regular Board Meeting of the Thousand Oaks Community Development District was called to order at 4:17 p.m. via Zoom.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Public Hearing & Regular Board Meeting had been published in *The Palm Beach Post* on May 19, 2020, and May 26, 2020, as legally required.

C. ESTABLISH A QUORUM

A quorum was established by the video/audio presence of Chairman Jeffrey Jackson, Vice Chairman Randy Hicks and Supervisors Kimberly Jackson, Rance Gaede and Corey Smith.

Staff present via video/audio were: District Manager Andrew Karmeris of Special District Services, Inc; and General Counsel Frank Palen of Caldwell Pacetti Edwards Schoech & Viator LLP.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. May 11, 2020, Regular Board Meeting

The minutes of the May 11, 2020, Regular Board Meeting were presented for approval.

Mr. Hicks **moved** approval, seconded by Mr. Jackson, approving the May 11, 2020, Regular Board Meeting minutes, as presented. That **motion** carried unanimously.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

G. PUBLIC HEARING

1. Proof of Publication

Proof of Publication was presented that showed that Notice of Public Hearing was published in *The Palm Beach Post* on May 19, 2020, and May 26, 2020, as legally required.

2. Receive Public Comment on Adopting a Fiscal Year 2020/2021 Final Budget

There was no public comment on adopting a fiscal year 2020/2021 final budget.

3. Consider Resolution No. 2020 -02 – Adopting a Fiscal Year 2020/2021 Final Budget

Resolution No. 2020-02 was presented, entitled:

RESOLUTION NO. 2020-02

A RESOLUTION OF THE THOUSAND OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A FISCAL YEAR 2020/2021 BUDGET.

Mr. Jackson asked if raising the erosion repair line item would increase assessments. Mr. Karmeris stated that it would.

Ms. Jackson asked that staff obtain additional proposals from other environmental consultants. Mr. Smith asked if it would be worth it expending funds on an environmental consultant. Mr. Karmeris advised that the goal hiring the environmental consultant would be to avoid the possibility of future fines from the South Florida Water District for work done within the permitted area of the preserve.

A **motion** was made by Mr. Smith, seconded by Mr. Jackson and passed unanimously adopting Resolution No. 2020-02, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS

1. Discussion Regarding Wetland Preserve Erosion

This item was covered during the discussion on the final budget approval.

I. NEW BUSINESS

1. Consider Contract Renewal for Villa Rosa Landscape Services

A **motion** was made by Mr. Hicks, seconded by Mr. Jackson and passed unanimously approving the contract renewal for the Villa Rosa landscape services, as presented.

2. Consider Proposal for Tree Pruning

Staff was directed to contact Kena Brown at the HOA to find out if the costs are appropriate. This item was tabled to the next meeting.

3. Consider Proposal for Mulching

Staff was directed to contact Kena Brown at the HOA to find out if the costs are appropriate. This item was tabled to the next meeting.

J. ADMINISTRATIVE MATTERS

Mr. Karmeris reminded the Board to complete and submit their 2019 Form 1 by the July 1, 2020, deadline.

K. BOARD MEMBER COMMENTS

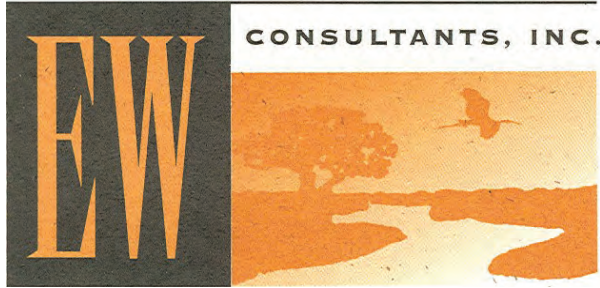
There were no comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Smith, seconded by Mr. Hicks to adjourn the meeting at 4:47 p.m. That **motion** carried unanimously.

Secretary/Assistant Secretary

Chair/Vice Chair



MEMORANDUM

TO: Andrew Karmaris

FROM: Ed Weinberg Edward R. Weinberg
Digitally signed by Edward R. Weinberg
Date: 2020.06.30 10:50:19 -04'00'

DATE: June 30, 2020

RE: 1000 Oaks Conservation Area Erosion; Environmental Services

In response to your request, EW Consultants, Inc. is providing the following scope of services and fees for assistance with the above referenced project.

SCOPE OF SERVICES

We will provide Natural Resource related environmental consulting services in relation to slope stabilization and vegetation management for the wetland and associated upland buffer (preserve area under conservation easement) established in South Florida Water Management District (SFWMD) Permit No. 50-06618-P. We will conduct site evaluation and documentation, attend meetings and coordinate with SFWMD staff, the 1000 Oaks Community Development District, and Special District Services, Inc. We will prepare a written summary documenting the completed work and compliance with permit requirements.

In the event that permit applications and/or modifications are necessary, an amendment to this agreement will be necessary.

FEE AND BILLING

We will provide these services for a lump sum fee of \$2,750.00. Fees are payable within 30 days of receiving an invoice.



June 29, 2020

Jeffrey Jackson, Chairman
Thousand Oaks Community Development District
2501A Burns Road
Palm Beach Gardens, FL 33410

Re: Professional Services Agreement

Dear Mr. Jackson:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Thousand Oaks Community Development District ("Client") for providing an environmental consulting services for the Thousand Oaks community, located at 1034 Centre Stone Lane, Riviera Beach, Florida.

Project Understanding

We understand the Client is seeking environmental consulting services related to permit compliance and management of an established wetland preserve area.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Environmental Consulting

Kimley-Horn will provide Environmental consulting services related to slope stabilization and vegetation management in and adjacent to a wetland preserve area and associated upland buffer established per conditions of South Florida Water Management District (SFWMD) Permit No. 50-06618-P. Kimley-Horn will conduct site inspections, attend meetings and coordinate with environmental regulatory agency staff, the Thousand Community Development District, and Special District Services, Inc. and prepare written summaries or reports as specifically requested in writing by the Client.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Preparation of permit applications or modification requests.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client’s consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to the Thousand Oaks Community site
- Copies of relevant reports, correspondence or other available information

Schedule

We will provide our services as expeditiously as practicable with a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Tasks will be carried out, or work products provided, in response to specific requests provided to Kimley-Horn in writing by the Client. Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 Environmental Consulting	\$10,000.00
Total Hourly Not to Exceed	\$10,000.00

Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Thousand Oaks Community Development District

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

By: Tom Fucigna
Senior Environmental Specialist

Brian Good, P.E.
Senior Vice President

Thousand Oaks Community Development District

(Date)

Jeffrey Jackson, Chairman

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Client's Federal Tax ID: _____
Client's Business License No.: _____
Client's Street Address: _____

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	<input type="checkbox"/>	Agent for Owner	<input type="checkbox"/>	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the

Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.



SLB General Contracting, LLC

6900 Barbour Road, West Palm Beach, FL 33407
Phone: 561-619-6822 Fax: 561-660-5349

Proposal

Special District Services Inc.
Attn: Andrew Karmeris
2501A Burns Road
Palm Beach Gardens, FL 33410
Cell: 561-313-8687
akarmeris@sdsinc.org

Date: June 29, 2020
Project: Thousand Oaks
Grade and Sod The East and West Side
Of Conservation Tract C-1
Riviera Beach, FL

<u>SCOPE OF WORK</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT \$</u>	<u>TOTALS</u>
1 Mobilization of equipment	1	LS	\$805.00	\$805.00
2 East side of Conservation Tract C-1 - place an average of 18" of fill dirt on 15' wide section of special district portion of Conservation Tract C-1 - excludes work behind 2384 Center Stone Ln through 2360 Center Stone	1	LS	\$21,130.00	\$21,130.00
3 Sod with Bahia on the east side of the conservation tract where fill was placed	7,500	SF	\$0.55	\$4,125.00
4 Floritam sod on access road on the east side of the conservation tract	7,000	SF	\$0.95	\$6,650.00
5 West side of Conservation Tract C-1 - place an average of 18" of fill dirt on 15' section of special district portion of Conservation Tract C-1 (covers about six buildings)	1	LS	\$38,950.00	\$38,950.00
6 Sod with Bahia on the west side of the conservation tract where fill was placed	15,975	SF	\$0.55	\$8,786.25
7 Floritam sod on access road on the west side of the conservation tract	10,560	SF	\$0.95	\$10,032.00
			Total	\$90,478.25

NOTES

- 1 No engineering or density testing is included.
- 2 We have excluded any permits and permit costs.
- 3 We have not included any rain leader repair or cleaning in this proposal.
- 4 Tree trimming is not included in this proposal.
- 5 Grow in and maintenance of sod is not included in this proposal.
- 6 No grading or clearing along edge of water.

Thank you for allowing SLB General Contracting the opportunity to bid this project. Please contact us with any questions regarding the above.

Respectfully,

SLB General Contracting, LLC

Accepted: _____

Date: _____

Special District Services Inc.



SLB General Contracting, LLC

6900 Barbour Road, West Palm Beach, FL 33407
Phone: 561-619-6822 Fax: 561-660-5349

Proposal

Special District Services Inc.
Attn: Andrew Karmeris
2501A Burns Road
Palm Beach Gardens, FL 33410
Cell: 561-313-8687
akarmeris@sdsinc.org

Date: June 29, 2020
Project: Thousand Oaks
Grade and Sod The West Side
Of Conservation Tract C-1
Riviera Beach, FL

	<u>SCOPE OF WORK</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT \$</u>	<u>TOTALS</u>
1	Mobilization of equipment	1	LS	\$805.00	\$805.00
2	West side of Conservation Tract C-1 - place an average of 18" of fill dirt on 15' section of special district portion of Conservation Tract C-1 (covers about six buildings)	1	LS	\$38,950.00	\$38,950.00
3	Sod with Bahia on the west side of the conservation tract where fill was placed	15,975	SF	\$0.55	\$8,786.25
4	Floritam sod on access road on the west side of the conservation tract	10,560	SF	\$0.95	\$10,032.00

Total **\$58,573.25**

NOTES

- 1 No engineering or density testing is included.
- 2 We have excluded any permits and permit costs.
- 3 We have not included any rain leader repair or cleaning in this proposal.
- 4 Tree trimming is not included in this proposal.
- 5 Grow in and maintenance of sod is not included in this proposal.
- 6 No grading or clearing along edge of water.

Thank you for allowing SLB General Contracting the opportunity to bid this project.
Please contact us with any questions regarding the above.

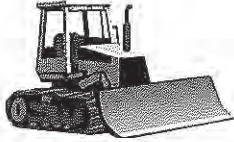
Respectfully,

SLB General Contracting, LLC

Accepted: _____

Date: _____

Special District Services Inc.



SLB General Contracting, LLC

6900 Barbour Road, West Palm Beach, FL 33407
Phone: 561-619-6822 Fax: 561-660-5349

Proposal

Special District Services Inc.
Attn: Andrew Karmeris
2501A Burns Road
Palm Beach Gardens, FL 33410
Cell: 561-313-8687
akarmeris@sdsinc.org

Date: June 29, 2020
Project: Thousand Oaks
Grade and Sod The East Side
Of Conservation Tract C-1
Riviera Beach, FL

<u>SCOPE OF WORK</u>	<u>QTY</u>	<u>UNITS</u>	<u>UNIT \$</u>	<u>TOTALS</u>
1 Mobilization of equipment	1	LS	\$805.00	\$805.00
2 East side of Conservation Tract C-1 - place an average of 18" of fill dirt on 15' wide section of special district portion of Conservation Tract C-1 - excludes work behind 2384 Center Stone Ln through 2360 Center Stone	1	LS	\$21,130.00	\$21,130.00
3 Sod with Bahia on the east side of the conservation tract where fill was placed	7,500	SF	\$0.55	\$4,125.00
4 Floritam sod on access road on the east side of the conservation tract	7,000	SF	\$0.95	\$6,650.00
Total				\$32,710.00

NOTES

- 1 No engineering or density testing is included.
- 2 We have excluded any permits and permit costs.
- 3 We have not included any rain leader repair or cleaning in this proposal.
- 4 Tree trimming is not included in this proposal.
- 5 Grow in and maintenance of sod is not included in this proposal.
- 6 No grading or clearing along edge of water.

Thank you for allowing SLB General Contracting the opportunity to bid this project.
Please contact us with any questions regarding the above.

Respectfully,

SLB General Contracting, LLC

Accepted: _____

Date: _____

Special District Services Inc.

MJC Land Development

1128 Royal Palm Beach Blvd. #340
 Royal Palm Beach, FL 33411
 Palm Beach: 561-688-5004
 St. Lucie: 772-828-3181
 Brevard: 321-396-8048
 www.MJClanddev.com



Licensed: GC, Utility & Fireline

To:	Special District Service, Inc.	Contact:	
Address:	2501 Burns Road, Suite A Palm Beach Gardens, FL 33410	Phone:	877-737-4922
Project Name:	Thousand Oaks - Mitigation #1 LME Grading	Fax:	
Project Location:		Bid Number:	2020 - 340
		Bid Date:	6/29/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
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C) Earthwork:

30000	Mobilization	1.00	EACH	\$10,000.00	\$10,000.00
30100	Construction Layout & Asbuilt (MJC Work Only)	1.00	LS	\$4,500.00	\$4,500.00
30200	Erosion Control (NO BID)				
30300	Maintenance Of Traffic	1.00	LS	\$2,000.00	\$2,000.00
30400	Grading 4:1 Slope East Side (Final QTY TBD)	665.00	LF	\$18.00	\$11,970.00
30410	Import Fill East Side (Final QTY TBD)	20.00	LOAD	\$185.00	\$3,700.00
30420	Grading 4:1 Slope West Side (Final QTY TBD)	935.00	LF	\$18.00	\$16,830.00
30430	Import Fill West Side (Final QTY TBD)	25.00	LOAD	\$185.00	\$4,625.00
30500	Sod, Seed, Landscaping (NO BID)				

Total Price for above C) Earthwork: Items: \$53,625.00

Total Bid Price: \$53,625.00

Notes:

- MJC Land Development, LLC ("MJC")
- This Proposal is based on plans prepared by:
- This proposal is based on the soil report prepared by:
 - Prior to signing a contract, the owner will grant MJC permission to excavate test holes to verify the soil conditions stated in the soil report
- This proposal is based on all existing & proposed elevations being in the same datum:
- The person signing this proposal on behalf of the owner represents & warrants that he/she is authorized to sign this proposal on behalf of the owner and acknowledges that they have read and fully understand all the notes, provisions and items not included.
- Should the owner and/or contractor require a form other than MJC's contract Agreement, MJC's full proposal must be reference as an attachment in the contract & must be signed by an authorized representative of both companies
- This proposal supersedes any and all other documents
- This proposal is accepted upon both parties signing
- Unit abbreviations: LF = lineal feet, LS = lump sum, SY = square yards, SF = square feet, CY = cubic yards, CYT = cubic yards trucked
- This proposal is valid for 30 days from the date listed above as the "Bid Date:"
- Force Majeure - MJC shall not be liable for any failures or delays caused by weather to the scopes of work in this agreement
- If at any time standard construction, excavation, grading, underground, compaction etc. operation methods are determined unacceptable alternative means & methods will need to be agreed upon. These means & methods may add additional cost & will be a change order at that time.
- This proposal can not be separated, unless there is write consent by MJC
- MJC will furnish labor, equipment & material for standard construction practices in accordance with the specification in this proposal
- Owner/Contractor must notify MJC of any changes in the scope of work from the bid set of plans
- Any change orders will only be accepted by written form, no verbal agreements to be made with any of MJC's employees or representatives and could result in an additional cost
- This proposal is based on the quantities listed above, any additional units will be an extra cost
- The items/scopes listed in this proposal are to be performed once, any additional will be extra cost
- Any scopes not listed in the proposal are not included
- Should the customer require additional work not covered by this proposal, will either be a change order or time & material in accordance with MJC's labor & equipment rates.
- Price based upon (1) mobilization for a continuous operation, if additional mobilizations are required they will be bill at \$1,000 per piece of equipment

- The prices in this proposal are based on the owner/contractor providing the CADD files. If the CADD files are not provided there will be additional cost.
- No claims of the customer shall be considered by MJC, unless presented in writing within (24) hours after discovery. Customer must allow MJC a reasonable opportunity to cure/respond to any defect.
- Any tree requested by the customer to remain after clearing & grubbing operation has finished will become the responsibility of the customer to protect, maintain, relocate or remove (if required)
- MJC is not responsible for damage caused to public roads due to heavy trucking use, repairs by others.
- Fill material excavated from the site and to be used to fill pads, parking lot, trenches etc. is based on soil excavated from the site being useable
- Excess fill stockpile location to be determined by other; relocation could result in additional fees
- Topsoil and/or grass scrapings will be used in non structural areas
- Due to the volatile market changes, prices are subject to change caused by increases in materials, imported and/or exported fill or soils, fuels, trucking cost etc.
- Dust control and/or sweeping by others. Any equipment or pumps needed will result in extra cost
- Owner to provide land and storage capacity for construction dewatering discharge. Prices quoted are based on pumping without any sediment basin or filtration
- Owner shall bear all costs incurred to protect, relocate or support any existing utilities or structures conflicting with proposed construction
- All grading work must be completed prior to the final lift of pavement. Any grading to be completed after the final lift will be an additional cost
- MJC is not responsible for any damage caused to any type of utilities not located & marked by Sunshine 811 or the Property Owner. Utility potholing \$60 per hour
- This proposal does not included removal or backfill replacement of rock, unsuitable debris, toxic, contaminated or hazardous material
- Additional Items excluded:
 - Engineering
 - Construction staking, layout or as-builts
 - Testing to be the responsibility of owner
 - Bonding or bond fees
 - Obtaining permits or permit fees
 - Disconnection or removal existing utilities
 - Sprinklers, landscaping or sod
 - Unmarked utilities
 - Stucco, rough or final grades around buildings
 - Cleaning/dewatering pipes or structures for inspections
 - Trash clean up from other contractors (garbage, building material, construction material etc.)
 - Removal or replacement of unsuitable/unforeseen materials.
 - NPDES plan, monitoring or reporting
 - Nights or weekend work

Payment Terms:

Payment terms: Net (20) days of invoice date. Monthly interest (1.5%) will be applied to late payments.

MJC Owned Hourly Equipment Rate:

- Excavator - \$175
- D6 Dozer - \$150
- D5 Dozer - \$125
- Loader - \$95
- Skid steer - \$95
- Roller - \$80
- Dump Truck - \$75
- Water truck - \$75
- Sweeper - \$60
- 8" Pump - \$40
- Labor - \$35

Other equipment available upon request

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: MJC Land Development</p> <p>Authorized Signature: _____</p> <p>Estimator: Jeff Choquette Office: (561) 688-5004 jeff@mjclanddev.com</p>
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