MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT

PALM BEACH COUNTY

REGULAR BOARD MEETING

APRIL 11, 2025

10:00 A.M.

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

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

AGENDA
MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
Marsh Harbour Community Clubhouse
1000 Marsh Harbour Drive
Riviera Beach, Florida 33404
REGULAR BOARD MEETING
April 11, 2025
10:00 a.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. February 21, 2025 Regular Board Meeting…….....Page 2

G. Old Business

   1. Discussion Regarding Annual Engineering Report Repairs

H. New Business

   1. Consider Approval of Proposal for Sidewalk Repairs……Page 5

I. Administrative Matters

J. Board Member Comments

K. Adjourn

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Marsh Harbour Cdd
Marsh Harbour Cdd
2501 BURNS RD
STE A

PALM BEACH GARDENS FL 334105207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

10/07/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/07/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$233.75		
Tax Amount:	$0.00		
Payment Cost:	$233.75		
Order No:	10630879	# of Copies:	
Customer No:	730531	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Marsh Harbour Community Development District will hold Regular Meetings at 10:00 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404 on the following dates:

October 18, 2024
November 15, 2024
December 20, 2024
January 10, 2025
February 21, 2025
March 21, 2025
April 11, 2025
May 16, 2025
June 13, 2025
July 18, 2025
August 15, 2025
September 19, 2025

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT
www.marshharbourcdd.org
10/7/24 10630879

MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
FEBRUARY 21, 2025

A. CALL TO ORDER

The February 21, 2025, Regular Board Meeting of the Marsh Harbour Community Development District (the "District") was called to order at 10:01 a.m. in the Marsh Harbour Community Clubhouse located at 1000 Marsh Harbour Drive, Riviera Beach, Florida 33404.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Palm Beach Post* on October 7, 2025, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of Chairperson Allen Walker, Vice Chairman Kent Pollock and Supervisors Judy Briggs, Tasha Mullings and Nadine Sampson (who arrived at approximately 10:02 a.m.) constituted a quorum and it was in order to proceed with the meeting.

Staff present included: District Manager Sylvia Bethel of Special District Services, Inc.; District Counsel Gregory George of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; and Onsite HOA Manager, Tara Bennett.

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. October 18, 2024, Regular Board Meeting

The minutes of the October 18, 2024, Regular Board Meeting were presented.

A **motion** was made by Mr. Walker, seconded by Ms. Briggs and unanimously passed approving the minutes of the October 18, 2024, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Discussion Regarding Annual Engineering Report Repairs

Ms. Bethel stated that one company had responded to the request for a proposal. They were supposed to visit the location last week but were busy. Ms. Bethel hopes to have the proposal by

the next meeting. Mr. Pollock stated that he had another company that could provide a proposal. Ms. Bethel asked Mr. Pollock to please send over the information so she may reach out to the other company.

2. Discussion Regarding the Difference between CDD Property and HOA Property

Ms. Bethel stated that this was left on the agenda because Mr. Pollock had additional questions. Last month, Ms. Warner explained that the District did not own any property but through the maintenance agreement were able to perform certain maintenance. Mr. George explained that the District could assist with maintenance if it is on HOA property because of the easement, however, the District cannot assist if it is on the resident's private property. A lengthy discussion ensued. Ms. Bethel and Mr. George asked if all Board Members had a clear understanding or were there any further questions so we can clear up this discussion. All Board Members indicated they had a clear understanding of the issue.

H. NEW BUSINESS

1. Consider Withdrawal of Resignation of Supervisor Judy Briggs

Ms. Bethel explained that Ms. Briggs had submitted her resignation and subsequently withdrew it. Therefore, the Board needs to consider the withdrawal of her resignation.

A **motion** was made by Mr. Pollock, seconded by Mr. Walker and unanimously passed approving the acceptance of Ms. Briggs' withdrawal of her resignation.

2. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget

Resolution No. 2025-01 was presented, entitled:

RESOLUTION NO. 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026; AND PROVIDING AN EFFECTIVE DATE.

Ms. Bethel went over the budget and stated that there were a few minor changes, but nothing major and the assessments had gone down a few cents.

A **motion** was made by Mr. Pollock, seconded by Ms. Mullings and unanimously passed adopting Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget and setting the Public Hearing for May 16, 2025.

I. ADMINISTRATIVE MATTERS

Ms. Bethel stated although it was early, Form 1's would be emailed. She reminded the Board that they were electronic forms and they would need the completion date of the ethics training in order to complete the Form 1.

Mr. George advised that he would be leaving the company in early June and that a new attorney would take over. He will keep everyone posted. In addition, the main attorney retired, and we need to change the registered agent, which we will add to the agenda for the next meeting.

J. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

K. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:42 a.m. on a **motion** made by Mr. Pollock, seconded by Mr. Walker and the **motion** passed unanimously.

_____	_____
Secretary/Assistant Secretary	Chairman/Vice Chairman

March 24, 2025

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

SIDEWALK SAFETY EVALUATION

MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT

Florida Sidewalk Solutions
Prepared by Adrien Brisson
FloridaSidewalkSolutions.com
Adrien@FloridaSidewalkSolutions.com
Office #: 954-514-7218
Cell #: 786-696-3530

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

WHO WE ARE

Florida Sidewalk Solutions (FSS) is an affiliate of Precision Concrete Cutting, the global leader in Sidewalk Asset Management. FSS has been servicing South Florida since 2005, utilizing six U.S. patents awarded for trip hazard removal, equipment and technique.

U.S. Pat. No. 6,827,074	U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,000,606	U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644	U.S. Pat. No. 7,402,095

Florida Sidewalk Solutions assesses thousands of miles of sidewalk infrastructure each year for both cities and communities using our proprietary Geographical Information Systems Surveying Technology. This technology provides the insight and knowledge our clients need to make data driven, well-informed decisions about repairing their uneven sidewalk trip hazards.

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

OUR PROMISE TO YOU…

Florida Sidewalk Solutions

Proprietary and Patented Cutting Technology to repair trip hazards.

Our work is guaranteed to offer the following benefits:

- **Cost Savings** - Remove trip hazards at a fraction of the cost of other methods
- **ADA Compliance** - Approved and Compliant with ADA standards
- **Mapping Services** - GPS mapping integrated with Google Earth Map
- **Clean** - No mess left behind = Reduced resident complaints
- **Safety** - Decrease liability on your pedestrian SIDEWALKs by increasing safety
- **Low Impact** - Average removal time is less than 20 minutes per repair
- **Minimum Disruption** - No sidewalk closures or incidental costs
- **Full-Service Contractor** - Sidewalk Maintenance Program and Consultation Services

Marsh Harbour Community Development District
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BEFORE AND AFTER – LIABILITY REMOVED

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
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GRINDING VS. SAW CUT TECHNOLOGY

The biggest contrast between grinding and the Florida Sidewalk Solutions repair method is the quality, aesthetics, and ADA Compliance our patented saw-cutting offers.

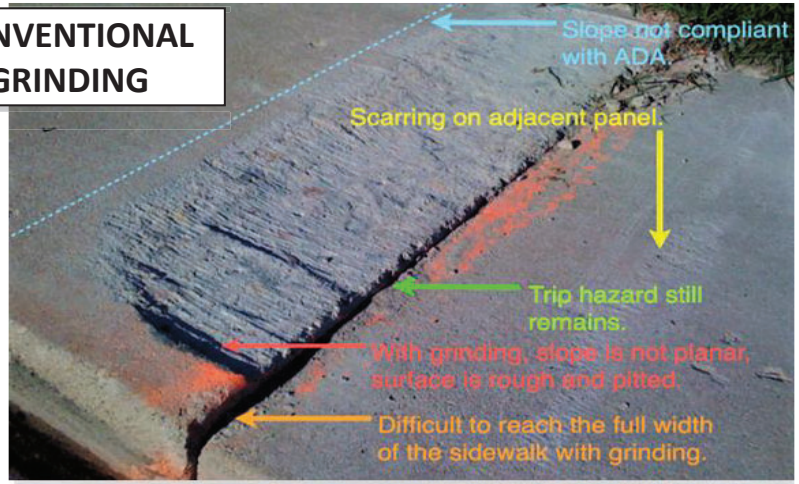
Grinding Limitations:

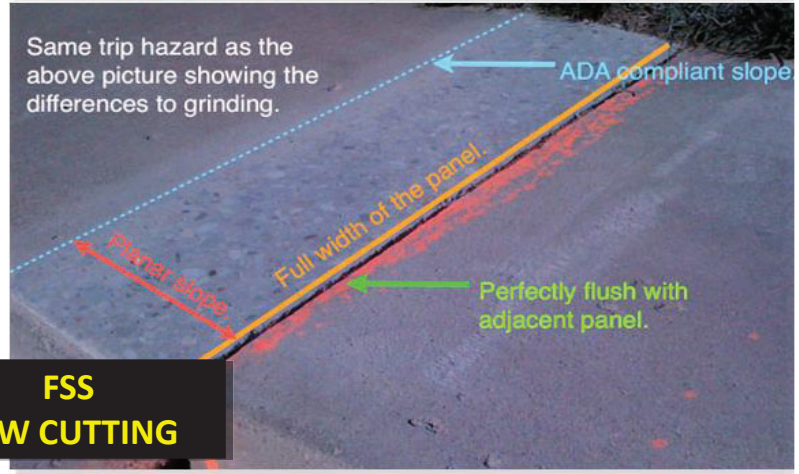
- Damages the concrete, breaks edges, knocks out aggregate
- Looks rough, unfinished, and highlights the uneven scarring
- Does not meet ADA slope requirements

FSS Advantage:

- Our finish is the **finest**
- Our slope meets **ADA specifications**
- Our sidewalks are the **safest**
- Our technique is the **fastest**
- Our service is the **best**

CONVENTIONAL GRINDING





FSS SAW CUTTING

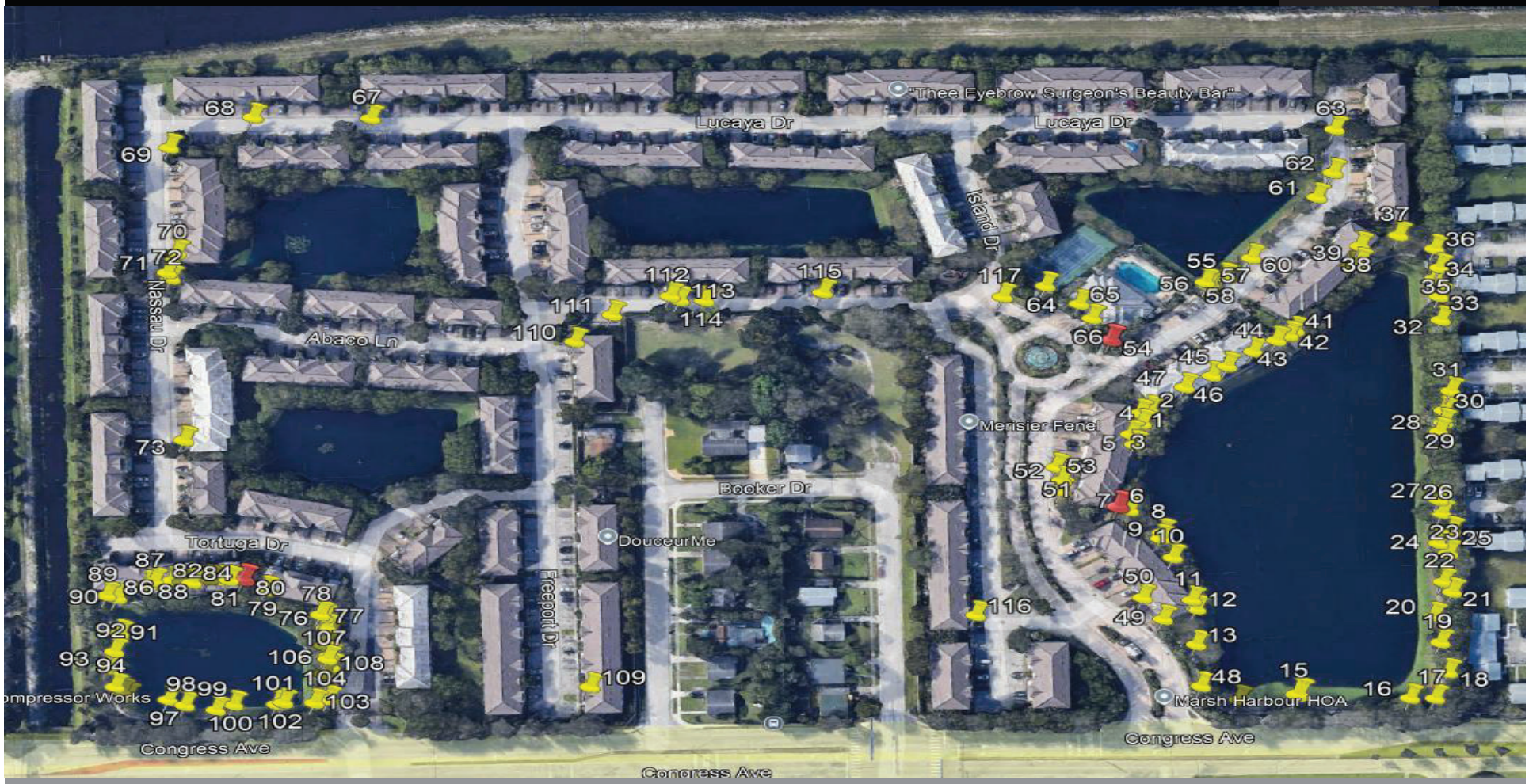
Within scope of repair

Out of scope (replacement recommended)

Marsh Harbour Community Development District

Area Screenshot

TRIP HAZARD REPAIR MAP



Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

SIDEWALK SURVEY RESULTS

Complete Survey Results :

- Trip Hazards Listed: **114**
- Repair Location: **Marsh Harbor Community Development District**
- Trip Hazard Repair Quote: **$8,611.51**

The above quote reflects a 10% discount detailed on the following page

March 24, 2025

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

DISCOUNT OPTION

Proposed Sidewalk Trip Hazards Corrections - 114

Repair Quote

$9,568.35

Pricing valid 90-days

***Quick Approval Incentive Offer**

$8,611.51

10% Discount = $956.84 Off

To approve by 04/30/2025

***QUICK APPROVAL DISCOUNT:**

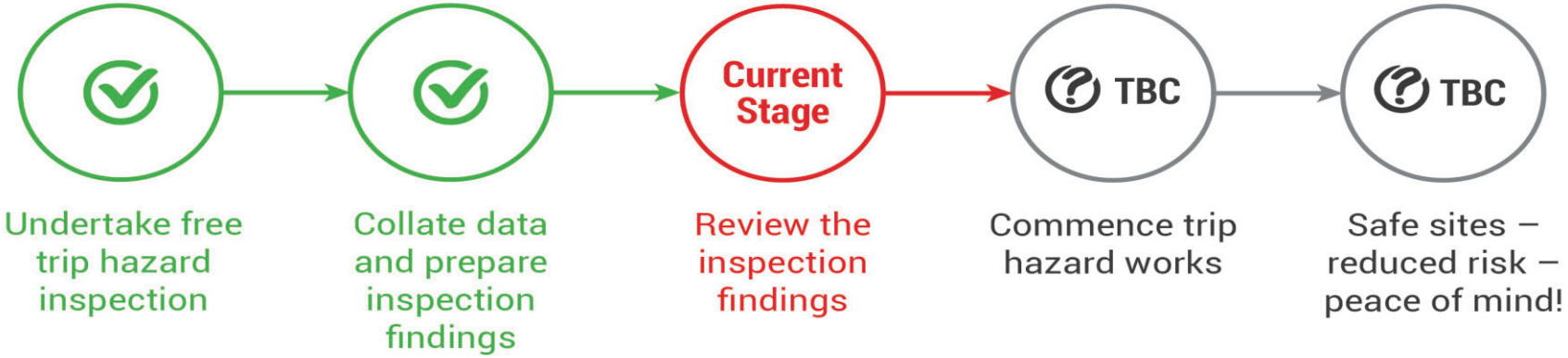
- To take advantage of the **$956.84 SAVINGS** approval must be received before **April 30, 2025**. This prompt permission to move forward will ensure the numbers on the ground on each trip hazard do not fade away.

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

WHAT'S NEXT

Where are we at?

Inspection delivered - Recommendations Made – Awaiting Approval



Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara / Sylvia Bethel

Florida Sidewalk Solutions

ABOUT OUR WORK:

- Please note this survey in no way constitutes or guarantees the identification of every trip hazard on site. Therefore, the final determination of the work to be performed shall be the sole responsibility of the customer. Florida Sidewalk Solutions (FSS) removes only those trip hazards specifically requested by customers and therefore makes no guarantee or representation that the property is free of trip hazards after the project is completed.
- ALL jobs require a Florida Sidewalk Solutions signed Notice to Proceed / Contract for Patented – Saw Cutting Trip Hazard Removal in order to be scheduled. Any changes or additions are subject to contract document legal fees.
- Our work requires the use of generators; therefore, we cannot work in rainy conditions or with wet concrete.
- Florida Sidewalk Solutions does not remove or replace sidewalks. This property has **three** locations that are beyond our scope of work and in need of replacement- **see red pinpoints on map**. Areas noted for replacement are recommendations only and are not included in this proposal. A list of replacement addresses / locations will be provided upon project approval. Replacements are the sole responsibility of the customer.
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- Miami-Dade County Occupational license: #607999-0 /Certificate of Competency: E0600786 / Federal Tax ID: #56-2520955
- Certificate of Liability includes: General Liability=$2,000,000/General Aggregate=$2,000,000 / Automobile=$1,000,000/ Worker's Comp=$1,000,000 / Please let us know in advance if you need to be listed as a *Certificate Holder* on our policy.

L_J

Florida SIDEWALK SOLUTIONS
Trip Hazard Removal Specialists

March 24, 2025

Marsh Harbour Community Development District
1001 Marsh Harbour Drive
Riviera Beach, Florida 33404
C/O Tara/ Sylvia Bethel

SIDEWALK SAFETY EVALUATION

MARSH HARBOUR
COMMUNITY DEVELOPMENT DISTRICT

Flo

Marsh Harbour Community Development District
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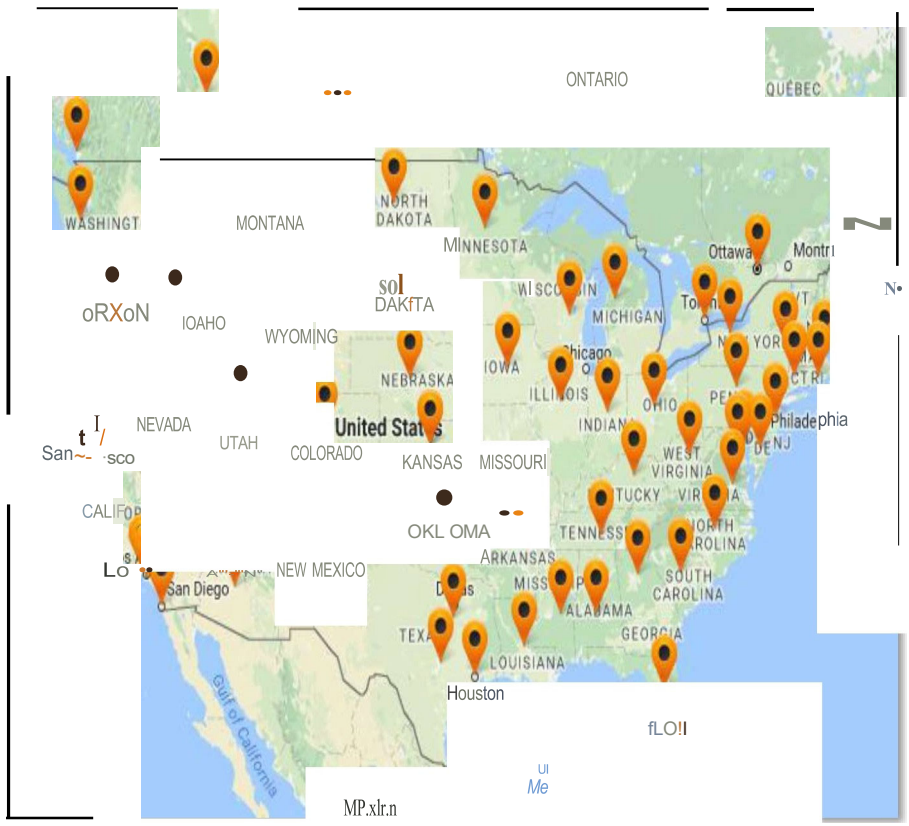

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Trip Hazard Removal Specialists

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BEFORE AND AFTER - LIABILITY REMOVED

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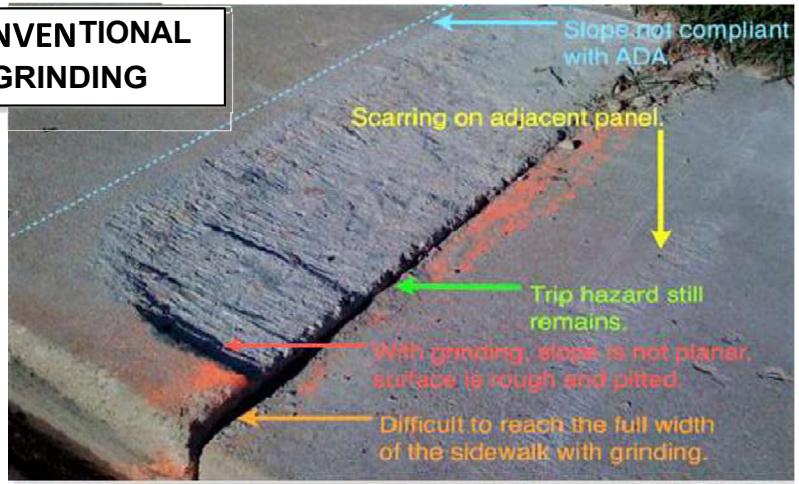

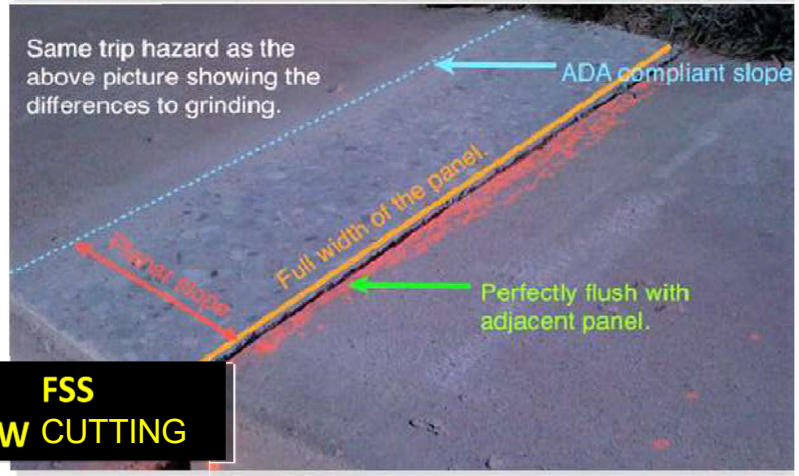

Within scope of repair

Out of scope (replacement recommended)

Marsh Harbour Community Development District

Area Screenshot

TRIP HAZARD REPAIR MAP

[redacted]

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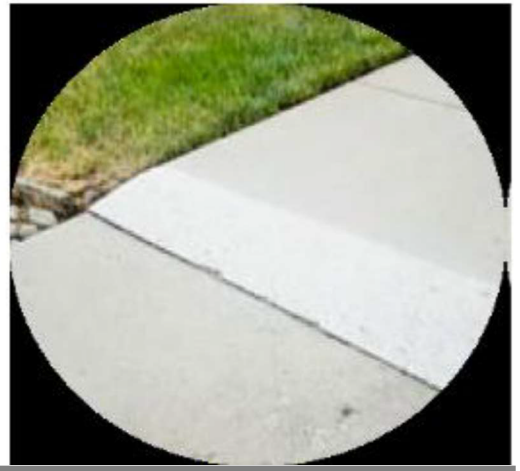

March 24, 2025

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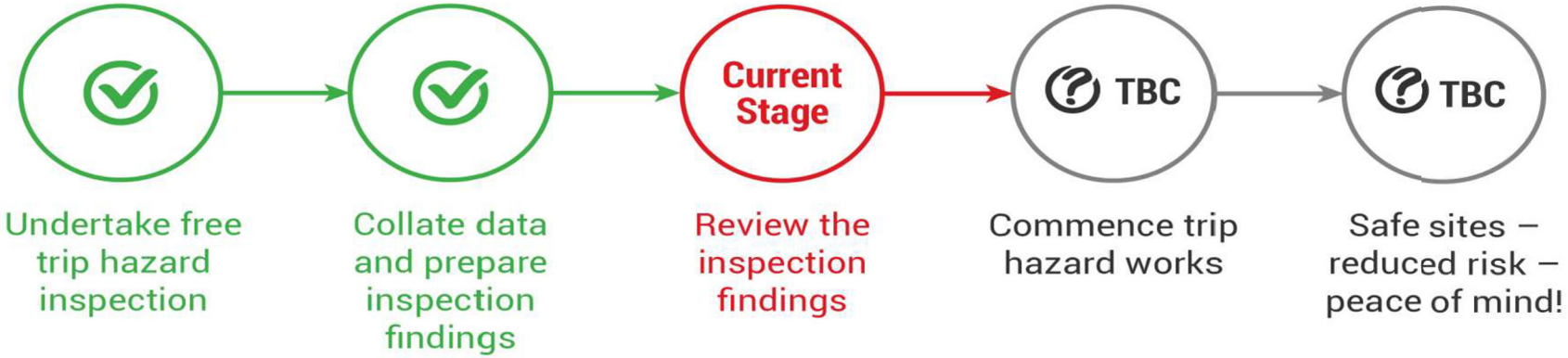

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Notice to Proceed / Contract for Patented-Saw Cutting
Trip Hazard Removal

THIS CONTRACT is made and entered into this 24th day of March 2025 by and between **Florida Sidewalk Solutions, LLC**, whose principal address is 7051 S.W. 22nd Court, Davie, Florida 33317, and Marsh Harbour Community Development District, whose principal address is 1001 Marsh Harbour Drive Riviera Beach, FL 33404 (herein referred to as "**Property Owner**"). Property Owner has retained Florida Sidewalk Solutions to perform services at the property located at 1001 Marsh Harbour Drive Riviera Beach, FL 33404 (herein referred to as "**Project Location**").

1. DEFINITIONS
The following are the definitions of material terms used in this Contract:
(a) "Trip Hazard" is an uneven condition at the juncture between concrete slabs of a sidewalk which is characterized by a vertical change of over 1/4 inch or more.

(b) "Subterranean Conditions" are conditions below the ground's visible surface which can change the slope and levels of a sidewalk's concrete slabs. These conditions include but are not limited to tree roots and ground settling.

2. SCOPE OF WORK
Florida Sidewalk Solutions will remove 114 trip hazards at the Project Location. This task will be completed using a patented, ADA-compliant saw-cutting method. Please note this contract is based on an estimate completed on March 21, 2025. The customer acknowledges that said estimate was reviewed and approved and such, does not constitute the removal of every trip hazard on site.

Florida Sidewalk Solutions will cut trip hazards at a slope of 1 to 12 ratio. Florida Sidewalk Solutions will reduce these trip hazards to a "0" vertical height. The patented saw will cut completely across the sidewalk's edges leaving a uniform finish. Florida Sidewalk Solutions cannot cut next to any pavers. Our patented saw cutting method is a horizontal saw cutting method and cutting next to any type of pavers would be considered "out of the scope" of our work. Florida Sidewalk Solutions does not replace sidewalks. Any areas noted in our estimate for replacement are only recommendations and are the sole responsibility of the customer. **Florida Sidewalk Solutions warrants this slope ratio and vertical height for a period of 90 days from the completion date.**

3. PRICING
114 Cuts at the Total Cost of $8,611.51
Initial Deposit due prior to commencement Is $4,305.76
Balance Due at Completion of project is $4,305.75

4. PAYMENT TERMS
Property Owner should make all checks payable to Florida Sidewalk Solutions, LLC.
Property Owner must pay the initial deposit prior to the start date. The Property Owner's remaining balance becomes due and owning thirty (30) days from the completion date. If the Property Owner fails to pay the remaining balance in full within thirty (30) days from the completion date, an additional 10% of the total contract price is added to the remaining balance.
If the Property Owner fails to pay the remaining balance in full within sixty (60) days from the completion date, an additional 20% of the total contract price is added to the remaining balance.

5. LIABILITY
5.1 LIMITATION OF LIABILITY

FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE LIABLE FOR PROPERTY DAMAGES OR PERSONAL INJURY CAUSED BY (1) SUBTERRANEAN CONDITIONS OF THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.2 INDEMNIFICATION
PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY TRIP HAZARDS NOT LISTED ON ESTIMATE AND/OR INVOICE CUT SHEET.

5.3 INDEMNIFICATION
PROPERTY OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS FLORIDA SIDEWALK SOLUTIONS, ITS PARENT AND AFFILIATED COMPANIES, SUBSIDIARIES, AND ITS RESPECTIVE OWNERS, MEMBERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, ACTIONS, OR OTHER PROCEEDINGS, INCLUDING BUT NOT LIMITED TO ALL DAMAGES, LOSSES, LIABILITIES, JUDGEMENTS, COSTS, AND EXPENSES ARISING FROM ANY CONDITION(S) OF THE PROJECT LOCATION'S SIDEWALKS WHICH IS/ARE ARISING OUT OF (1) SUBTERRANEAN CONDITIONS AT THE PROJECT LOCATION WHICH ARISE NINETY DAYS OR MORE FROM FLORIDA SIDEWALK SOLUTIONS' COMPLETION OF ITS WORK, OR (2) ANY WILLFUL DAMAGES, NEGLIGENCE, ALTERATIONS OR REPAIRS OF THE PROJECT LOCATION BY THE PROPERTY OWNER, ITS EMPLOYEES, AGENTS, OR THIRD-PARTIES AFTER FLORIDA SIDEWALK SOLUTIONS COMPLETES ITS WORK.

5.4 EFFECT OF TERMINATION; SURVIVAL
FLORIDA SIDEWALK SOLUTIONS AND PROPERTY OWNER EXPRESSLY AGREE THAT THE RESPECTIVE OBLIGATIONS AND DUTIES SET FOR IN SECTIONS 5.1 AND 5.2 SHALL SURVIVE FLORIDA'S SIDEWALK SOLUTIONS' COMPLETION OF WORK AND THE TERMINATION OR EARLY TERMINATION OF THIS CONTRACT.

6. WEATHER CONDITIONS
FLORIDA SIDEWALK SOLUTIONS IS UNABLE TO WORK IN RAINY CONDITIONS OR WHEN THERE IS WET CONCRETE BECAUSE ITS WORK REQUIRES GENERATORS. FLORIDA SIDEWALK SOLUTIONS SHALL NOT BE RESPONSIBLE FOR OR LIABLE IN ANY WAY FOR DELAYS RESULTING FROM AN ACT OF GOD OR WEATHER CONDITION OUTSIDE OF ITS CONTROL.

7. BINDING EFFECT
This Contract shall be binding upon, and inures to the benefit of, the parties to this Contract and their respective successors and assigns.

8. ATTORNEY'S FEES
If any action in law or in equity is brought to enforce or interpret the provisions of this Contract, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which the prevailing party may be entitled.

Florida Sidewalk Solutions	**Property Owner**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Statewide Grading, LLC
14954 78th Place N
Loxahatchee, FL 33470

Date: 04/03/2025
Attn:
Marsh Harbor CDD
Project Name: Marsh Harbor
Scope of Work: Sidewalk Repairs

		Qty	Unit	Rate	Total
1	Mobilization	1	EA	$ 2,000.00	$ 2,000.00
2	Grinding Sidewalk - 101 Locations	101	EA	$ 90.00	$ 9,090.00
3	Installing Dome ADA Mats	5	EA	$ 850.00	$ 4,250.00
4	Remove & Replace Broken Sidewalk	465	SF	$ 25.00	$ 11,625.00
				TOTAL:	**$ 24,965.00**

Note: Any additonal quantites exceeding the quantity shown above will be invoiced separately.

Exclusions: Permits, Testing, Staking, Layout, Adjusting or Relocating Existing Utilities, Irrigation, Unsuitable Soils, Import Fill, Sod, Tree Root Cutting

Thank you for the opportunity to bid this project!
Frank R. Smith, Jr.
President

Estimate

2504-0314-1793
2025-04-03

Saffold Paving Inc.
2915 E Tamarind Ave
West Palm Beach FL 33407
Ezra@saffoldpaving.com
(561) 469-6513

Sylvia Bethel
1000 Marsh Harbor Dr
Riviera Beach FL 33404
sbethel@sdsinc.org
(561) 630-4922

Marsh Harbor CDD
1000 Marsh Harbor Dr, Riviera Beach, FL, 33404

Description	*Unit Price*	*Quantity*	*Total*
Asphalt Overlay-Paving Saffold Paving Proposes: to furnish all labor, materials, and equipment to perform the following services: 1. Barricade and secure all work areas 2. Demo & Haul away 150 each concrete sections 3. Cut and remove protruding roots from the same areas 4. Hand grade and compact areas of replacement concrete sections 5. Supply and install form boards to match the existing sidewalk 6. Supply, place, and finish concrete sections with 2500 psi concrete with fibers - (Apply broom finish to new concrete) 7. Backfill both sides of the walkway 8. Identify sprinklers that are in conflict and repair those that are damaged as a result of our scope 9. Install & supply a strip of grass on both sides of the newly installed concrete sections 10. Clean & remove all construction debris from work areas 11. Grind the minimal area not affected by root damage. Total 10 areas	$40,412.50	1.00	$40,412.50

Total $40,412.50

Compensation. Client shall pay as set forth below. Price is subject to change, with customer's approval.

PAYMENT TERMS:

Upon acceptance of this Proposal, a fifty percent **(50%) deposit of total price will be due** 40% Due after completion of the project. 10% Due after owner’s final approval. Prices are based on the cost of materials as of the date of this proposal, subject to change after 30 days. Actual material cost will be determined by the cost in effect at the time of shipment.

A signed proposal and deposit are required prior to scheduling services. **GENERAL TERMS AND CONDITIONS:**

1. It is understood and agreed that all work is performed “weather permitting”.
2. This proposal is based on work being completed during the hours of 7:00 AM and 5:00 PM, Monday through Friday, excluding holidays and weekends.
3. Any vehicles left in the construction area at the commencement of the work will be relocated on-site and billed to the Owner/Authorized Agent. Towing fees, if necessary, are billed as actual.
4. Permit fees billed as actual. Expediting fees billed in addition to the cost of permit: Broward will be $250. This proposal does not include the cost of permit fees, inspection fees, or impact fees which may be required from the various agencies or municipalities having jurisdiction. • If the Owner/Authorized Agent directs this work to be completed without required permitting, all costs including, but not limited to, fees, expediting, and fines are the responsibility of the Owner/Authorized Agent.
5. Change orders, additions, or extras requested by Owner, Contractor, or Municipality will be invoiced as an addition to the contract and shall not delay payment of the original contract sum.
6. Ninety percent (90%) of the contract amount and change orders must be paid prior to completing punch list items and/or any changes for additional work required by cities or municipalities.
7. **Cannot guarantee seal coat longevity where there is standing water. Existing water ponding may still persist, as a result of existing sub-base slopes.** Tire turning marks will be visible at first, but will disappear
8. Additional mobilization(s) are to be billed at $1,500 each. This charge may be billed due to, but not limited to: Site unavailability for commencement of the Work due to vehicles encroaching on the work area, change of schedule by Owner/Authorized Agent without prior consent of Contractor or repairs to work caused by trespassing.
9. Conflicts with irrigation, electrical, and utilities are to be repaired by owners at their expense
10. Saffold Paving, Inc. will not be responsible for trafficking, paint cracking or damage to cars or persons trespassing in designated construction areas.
11. The prices used in this proposal are based on the condition that all work quoted will be accepted in total.

12. This proposal, including all terms and conditions, shall become a legally binding attachment to any contract entered into between Saffold Paving, Inc. and the financially responsible company for which the work will be performed.

13. In the event of a dispute regarding this contract, the financially responsible party for which the work is performed agrees to pay reasonable attorney fees, collection costs, and all related costs incurred until such dispute is settled.

14. Saffold Paving, Inc. will add a 1.5% finance charge to any unpaid invoice past due (30) thirty days.

15. Payments made by credit card will incur a 3.5% charge of the total price.

16. No warranties are honored unless payment is made in full.

17. Warranty is for a period of one (1) year from the date of project completion.

Signature _____ **Date** _____

We thank you for the opportunity to submit this Proposal and trust we will be able to successfully perform services described.

Please sign above if in agreement with terms. Saffold Paving.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are hereby accepted. After execution of this Proposal, this document becomes a contract and authorization is provided for services as specified to be performed. This proposal may be withdrawn by us if not accepted in thirty (30) days.