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**INTERLOCAL AGREEMENT RELATING TO THE CONSTRUCTION
OF EAST FORK CREEK PHASE II**

By and Between

Martin County, Florida

and

Town of Jupiter Island, Florida

Effective Date as of 03/21, 2024

THIS INTERLOCAL AGREEMENT is made and entered into as of the Effective Date, as defined below, by and between Martin County, Florida (the "**COUNTY**") and the Town of Jupiter Island, Florida (the "**TOWN**" and together with the County the "**Parties**").

W I T N E S S E T H:

WHEREAS, § 163.01, Fla. Stat., known as the "Florida Interlocal Corporation Act of 1969" (the "**Act**"), provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY is planning and executing a construction project to construct a 1,500 linear foot lake and a 750 linear foot Stormwater Treatment Area (STA) between the Heritage Ridge Subdivision and Mariner Sands Subdivision in Hobe Sound, Florida known as the East Fork Creek Phase II project (the "**PROJECT**"); and

WHEREAS, the PROJECT is located outside of the COUNTY's water and wastewater utility service area and within the TOWN's water and wastewater utility service area; and

WHEREAS, the location of the PROJECT is in an unopened Martin County right-of-way ("**ROW**") that includes the TOWN's South Martin Regional Utilities ("**SMRU**")

8” sewer force main, and constructing the Project will require the relocation of that sewer force main; and

WHEREAS, The PROJECT will treat runoff and reduce nutrient loads to the South St. Lucie Estuary to meet the St. Lucie River and Estuary Basin Management Action Plan (BMAP) and assist the COUNTY in meeting the Total Maximum Daily Load (TMDL) mandate; and

WHEREAS, the Parties recognize that it would be most efficient for the COUNTY and the TOWN to combine the improvements in a single construction project to be procured by the COUNTY pursuant to which (1) the COUNTY will bear all capital costs and expenses for the COUNTY components and the TOWN will bear all capital costs and expenses for the TOWN components, and (2) the COUNTY will construct the TOWN components in accordance with the TOWN’s Uniform Policies & Procedures and transfer ownership of those facilities to the TOWN after completion for the TOWN’s ownership and maintenance; and

WHEREAS, in accordance with all applicable Federal, State and COUNTY requirements, the COUNTY will obtain bids, utilizing a unit price and quantity bid Contract, for the goods and services required for the construction of the PROJECT, and will also select and contract for design, construction management engineering and inspection (CEI) for the PROJECT; and

WHEREAS, the COUNTY has retained the services of Giangrande Engineering & Planning (COUNTY Design Engineer) for the design component of the COUNTY Component of the PROJECT, and the TOWN has retained the services of the COUNTY Design Engineer for the design component of the TOWN Component of the Project.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the parties hereto agree as follows:

SECTION 1. AUTHORITY FOR INTERLOCAL AGREEMENT. This Interlocal Agreement is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 2. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"**Act**" means Part I of Chapter 163, Florida Statutes, as amended.

"**COUNTY**" means Martin County, a political subdivision of the State of Florida.

"**TOWN**" means the Town of Jupiter Island, a municipal corporation of the State of Florida.

"**East Fork Creek Phase II Project Area**" means the area depicted in **Exhibit B** attached hereto.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, engineering, permitting, construction, and installation (including demolition, environmental mitigation and relocation) of the components of the East Fork Creek Phase II Project, including but not limited to, inspection fees and other similar fees and charges, if any, under generally accepted accounting principles; and including reimbursement to the COUNTY for any funds advanced for Capital Cost of the TOWN COMPONENTS, and interest on any interfund or intrafund loan for such purposes.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by mutual agreement of the TOWN and the COUNTY.

"Interlocal Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"PROJECT" means the East Fork Creek Phase II Project.

"RPPs" means the SMRU's Uniform Policies, Procedures and Regulations, a copy of which was provided to the COUNTY prior to the date hereof, and as amended from time to time by the TOWN with a copy of such amendment forwarded to the COUNTY.

"TOWN" means the Town of Jupiter Island, Florida, a municipal corporation of the State of Florida.

"Utility System" means the SMRU wastewater system facilities owned by the TOWN " currently and in the future, used to provide wastewater service to the SMRU utility service area.

SECTION 3. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

SECTION 4. CAPITAL COST. The estimated Capital Cost for the COUNTY COMPONENTS is \$1,850,000.00, and the estimated Capital Cost for the TOWN COMPONENTS is \$164,300.00. The COUNTY will issue a request for bid for the COUNTY COMPONENTS AND THE TOWN COMPONENTS with separate bid amounts to be set forth for each component. Upon receipt of bids and prior to bid award, the COUNTY will promptly provide the TOWN with a copy of the bids received and the COUNTY's bid review committee's recommendation with respect to award of a bid with sufficient time prior to bid award to enable the TOWN to review the

bids for the TOWN COMPONENTS. In the event that the TOWN determines prior to the bid award for the PROJECT, in its sole discretion, that the actual Capital Cost for the TOWN COMPONENTS will exceed this estimate by an amount that is not acceptable to the TOWN, the TOWN may terminate this Agreement by providing written notice of such termination to the COUNTY. In the event that the COUNTY determines prior to the bid award for the PROJECT, in its sole discretion, that the actual Capital Cost for the COUNTY COMPONENTS will exceed this estimate by an amount that is not acceptable to the COUNTY, the COUNTY may terminate this Agreement by providing written notice of such termination to the TOWN.

SECTION 5. FUNDING.

(A) The TOWN is obligated to pay the Capital Costs of the TOWN COMPONENTS to the COUNTY. The TOWN shall use its best efforts to transfer or obtain funds sufficient for the COUNTY to fund and award a bid for the Capital Cost of the TOWN COMPONENTS. In the event the TOWN is unable to obtain such funds, the TOWN may terminate this Agreement prior to the bid award for the EAST FORK CREEK PHASE II by providing written notice of such termination to the COUNTY. The COUNTY is obligated to pay the Capital Costs of the COUNTY COMPONENTS. The COUNTY shall use its best efforts to transfer or obtain funds sufficient to fund and award a bid for the Capital Cost of the COUNTY COMPONENTS. In the event the COUNTY

is unable to obtain such funds, the COUNTY may terminate this Agreement prior to the bid award for the PROJECT by providing written notice of such termination to the TOWN.

(B) In the event both parties have: (1) obtained sufficient funds to fund the Capital Cost of the PROJECT pursuant to Section 5(A) above; and (2) elected not to otherwise terminate this Agreement, then the COUNTY will be obligated to construct the TOWN COMPONENTS and COUNTY COMPONENTS, and the TOWN will be obligated to pay the COUNTY the Capital Costs for the TOWN COMPONENTS pursuant to the awarded bid. The TOWN's obligation shall be equal to the actual costs incurred by the COUNTY for the TOWN COMPONENTS. Upon issuance of a Notice to Proceed by the COUNTY to the Contractor awarded the bid for the PROJECT, the TOWN shall deposit with the COUNTY the sum of the total bid amount related to the Capital Costs for the TOWN COMPONENTS, along with an additional fifteen percent (15%) for contingency. In the event of scope changes requiring a contract change order and additional funds, the parties agree to the procedures in Section 8(B) below. At the completion of the PROJECT, the COUNTY shall promptly refund any balance of the TOWN'S deposit to the TOWN.

(C) The COUNTY shall promptly review and provide the TOWN a copy for timely review and approval, of any and all the Contractor's invoices submitted in connection with the PROJECT and either approve or disapprove in accordance with the

Local Government Prompt Payment Act, §218.70 et. seq Fla. Stat, allowing for ten (10) business days after such approval or disapproval for the COUNTY to issue or object to payments as appropriate. Upon approval of the invoices by both parties, the COUNTY will issue payment to the Contractor with the pro rata share of the invoices for the COUNTY COMPONENTS paid from COUNTY funds and for the TOWN COMPONENTS paid from the TOWN's deposit held by the COUNTY.

SECTION 6. DESIGN.

A. The COUNTY and the TOWN agree that the Design Engineer will design and obtain all necessary regulatory approvals and permits for the TOWN's COMPONENTS and the COUNTY's COMPONENTS (the "design services"), and will provide construction management services for the PROJECT. The TOWN is obligated to pay the design costs and construction management costs for the TOWN COMPONENTS and the COUNTY is obligated to pay the design costs and construction management costs for the COUNTY COMPONENTS. The TOWN's Design Engineer and the COUNTY's Design Engineer will coordinate their respective designs to avoid or resolve conflicts related to the placement and construction sequencing of the TOWN's Components and the COUNTY's Components.

B. The COUNTY will receive and forward to the TOWN, Shop Drawings and Technical Submittals for the TOWN's Components for TOWN review and approval.

TOWN will review and provide approvals or comments on Submittals within 10 calendar days of receipt of a Submittal.

SECTION 7. CONSTRUCTION BID – BID DOCUMENTS, ADVERTISEMENT, REVIEW, AND AWARD. The COUNTY agrees to develop bid documents, for review and comment by the TOWN, and advertise for a Contractor to construct the project in accordance with the construction plans and technical specifications following the procurement requirements and procedures of the COUNTY. Subject to Sections 4 and 5(A) above, the COUNTY will review the bids, receive comments from the TOWN on the bids, award, and enter into a contract with the Contractor who provides the best value, as determined by the COUNTY in its sole discretion, for the PROJECT.

SECTION 8. CONSTRUCTION OF PROJECT;

(A) The COUNTY will manage the construction contract and construction management contract and will be responsible for ensuring that the construction of the TOWN COMPONENTS will be done in accordance with design and regulatory approvals for the TOWN COMPONENTS and will be responsible for ensuring that the construction of the COUNTY COMPONENTS OF THE PROJECT meets all requirements and is completed on schedule in accordance with the contract, and construction documents. The TOWN will coordinate and interface with the COUNTY and the Contractor to facilitate the timely and satisfactory construction of the TOWN COMPONENTS of the PROJECT and the COUNTY will coordinate with the Contractor to facilitate the timely and

satisfactory construction of the COUNTY COMPONENTS of the PROJECT. The TOWN will perform periodic inspections of the TOWN COMPONENTS during construction and provide COUNTY and the Design Engineer comments arising from such inspections. The TOWN will notify the COUNTY and the Design Engineer of any work that is not in conformance with the design and contract requirements, and COUNTY and Design Engineer shall ensure that the Contractor remedies such nonconforming work.

(B) During construction of the PROJECT, the Design Engineer shall respond to any inquiries from the Contractor regarding the design of the TOWN COMPONENTS and, in consultation with and approval by the TOWN, shall recommend and approve any change orders, work change directives, substantial completion and final completion for the TOWN COMPONENTS. The parties agree that all change orders requested by Contractor, shall be submitted to the COUNTY by the Contractor and by the COUNTY to the TOWN with respect to the TOWN COMPONENTS. TOWN and COUNTY shall promptly review such change order request and if approved, the COUNTY shall issue such change order to the Contractor. The TOWN agrees to be responsible for the total cost of any change order or work change directive related to the TOWN COMPONENTS. The COUNTY shall be responsible for the total cost of any change order or work change directive related to the COUNTY COMPONENTS. Any cost for a change order or work change directive related to both the TOWN COMPONENTS and the COUNTY COMPONENTS shall be allocated

between the parties as agreed by the parties, absent which the dispute resolution provisions of Section 13 apply.

(C) Upon completion of the TOWN's COMPONENTS, the TOWN and the Design Engineer shall determine whether the TOWN's COMPONENTS were constructed in accordance with the design and regulatory approval requirements and provide its determination to the COUNTY in writing and if approved, such approval shall constitute acceptance by the TOWN of the TOWN's COMPONENTS. If the TOWN identifies any deficiencies with the construction, the TOWN shall notify the COUNTY and the COUNTY shall require the Contractor to remedy the deficiency. Upon acceptance of the TOWN's COMPONENTS and transfer of the TOWN's COMPONENTS from the COUNTY to the TOWN by Bill of Sale from the Contractor together with Contractor's and Vendor's warranties related to the TOWN's COMPONENTS, the TOWN shall be solely responsible for the operation, maintenance, repair and replacement of the TOWN's COMPONENTS, and the TOWN shall look solely to the Contractor's and Vendor's warranties for remedy of any subsequently identified defects in the construction of the TOWN's COMPONENTS.

SECTION 9. ROAD RIGHT OF WAY PERMIT. After completion of the TOWN Components and delivery of the Bill of Sale for the TOWN Components to the TOWN, this Agreement shall represent the COUNTY's granting to the TOWN of a permit to use the COUNTY's road rights of ways within the PROJECT area for operation,

maintenance, repair and replacement, and expansion of the TOWN'S COMPONENTS within the rights of ways. The TOWN acknowledges that after receipt of the Bill of Sale for the TOWN Components, the use of the rights of ways is subject to the provisions of §125.42, Fla. Stat.

SECTION 10. TERM OF INTERLOCAL AGREEMENT. Unless earlier terminated by the parties as provided above, this Interlocal Agreement shall terminate on the date the TOWN's COMPONENTS are transferred by the COUNTY to the TOWN as provided in Section 8(C), provided any pending disputes between the parties pursuant to Section 13 shall survive termination until finally resolved.

SECTION 11. FILING. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Martin County, Florida.

SECTION 12. LIMITED LIABILITY. Neither the TOWN nor the COUNTY, or any agent, officer, official or employee of the TOWN or the COUNTY shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act or omission or commission by the other party hereto and its agents, officers, officials or employees. The terms of this Section 12 shall survive termination or expiration of this Agreement.

SECTION 13. DISPUTE RESOLUTION.

(A) The parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 13 prior to filing suit against the other party. Any party may initiate the dispute resolution process by providing written notice to the other party. This Section 13 is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to have their authorized representatives meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the parties authorized representatives fail to resolve the dispute within sixty (60) days of the notice described in subsection (A) above, the parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the parties are unable to agree upon a mediator, the mediators selected by the parties shall, by mutual agreement, select a mediator who is a mediator certified by the Supreme Court of Florida and is a practicing mediator in Indian River, St. Lucie, Martin, or Palm Beach County. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-

solving, and exploring settlement alternatives. The mediator's fee shall be paid in equal shares by each party to the mediator.

(D) If the parties are unable to reach a mediated settlement within one hundred twenty (120) days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other party. In such event, any party may initiate litigation within one hundred twenty (120) days of the notice terminating the settlement discussions. Failure by the party initiating the dispute resolution procedure to commence litigation within the 120-day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) In any dispute, each party shall pay the fees, charges and expenses of its own counsel, experts and witnesses.

(F) The terms of this Section 13 shall survive termination or expiration of this Agreement.

SECTION 14. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of the TOWN and the COUNTY and subsequent ratification by each party's respective governing body.

SECTION 15. PROFESSIONAL FEES AND COSTS. Each party shall pay the fees, charges and expenses of its own counsel and professionals in connection with the preparation and implementation of this Agreement.

SECTION 16. ASSIGNMENT. This Interlocal Agreement may not be assigned, in whole, or in part, by any party at any time.

SECTION 17. NON-WAIVER. The failure of either party to insist upon the other party's compliance with its obligations under this Interlocal Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 18. NOTICES. All notices, certificates, demands, approvals or other communications hereunder shall be sufficiently given and shall be deemed given on the date such written communication is delivered by hand delivery, courier or facsimile transmission or three (3) days after the date mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Town: Town of Jupiter Island
2 Bridge Road
Hobe Sound, Florida 33475
Attention: Town Manager

Required Copy to: Town Counsel
Phillip C. Gildan
Greenberg Traurig, P.A.
777 So. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401

County: County Administrator
Martin County Board of County Commissioners
2401 Monterey Road
Stuart, FL 34996

Required Copy to: County Attorney
Martin County Board of County Commissioners
2401 SE Monterey Road
Stuart, FL 34996

SECTION 19. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 20. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 21. ENTIRE AGREEMENT. This Interlocal Agreement and the exhibit attached hereto constitute the entire agreement between the parties pertaining to subject matter hereof and may not be modified orally or otherwise except by written amendments executed by each party hereto.

SECTION 22. BINDING EFFECT. The obligations and covenants of this Interlocal Agreement shall bind and benefit the successors of the parties hereto.

SECTION 23. APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 24. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof, or (B) the date the last party hereto executes this Interlocal Agreement and the filing requirements of Section 11 hereof are satisfied.

[Signature pages follow]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the County by its Chairman, its seal affixed hereto, as attested by its Clerk as of the __ day of _____, 2024.

**BOARD OF COUNTY COMMISSIONERS
OF MARTIN COUNTY, FLORIDA**

(SEAL)

ATTEST:

By: _____
Harold E. Jenkins II, Chairman

By: _____
Carolyn Timmann, Clerk of the Circuit
Court and Comptroller

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Sarah W. Woods, County Attorney

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Town by its Mayor, its seal affixed hereto, as attested by its Clerk all as of the 2nd day of March, 2024.

TOWN OF JUPITER ISLAND, FLORIDA

(SEAL)

ATTEST:

By: *Liberty Keegan*
Town Clerk



Penelope D. Townsend
Penelope D. Townsend, Mayor

EXHIBIT A

DESCRIPTION OF TOWN COMPONENTS

The Town COMPONENTS of the project consist of the installation of the wastewater distribution system in accordance with the components described on the engineer's estimate of probable cost contained herein.

Martin County East Fork Creek Stormwater Treatment Area -- North Site					
PROJECT:	East Fork Creek STA				
LOCATION:	Martin County, FL				
ENGINEER:	Giangrande Engineering & Planning, LLC				Date: 2/15/2024
Engineer's Opinion of Probable Cost					
ITEM NO.	DESCRIPTION	UNIT	BUDGET QTY	UNIT COST	TOTAL COST
GENERAL ITEMS					
101-1	MOBILIZATION	LS	1	\$116,700.00	\$116,700.00
101-1A	CONSTRUCTION VIDEO	LS	1	\$2,400.00	\$2,400.00
101-99	CONST LAYOUT / RECORD DRAWINGS	LS	1	\$35,100.00	\$35,100.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	\$11,700.00	\$11,700.00
060-1	CONSTRUCTION ENGINEERING INSPECTION (CEI)	LS	1	\$70,100.00	\$70,100.00
General Items Subtotal:					\$236,000.00
NORTH SITE					
104-10-3	EROSION CONTROL, STAKED SILT FENCE	LF	5,100	\$3.00	\$15,300.00
104-11	FLOATING TURBIDITY BARRIER	LF	150	\$20.00	\$3,000.00
104-15	CONSTRUCTION ENTRANCE (SOIL TRACKING PREVENTION)	EA	1	\$5,000.00	\$5,000.00
110-1-1	CLEARING & GRUBBING	AC	9.0	\$10,000.00	\$90,000.00
120-1A	DEWATERING ALLOWANCE	ALLOW	1	\$100,000.00	\$100,000.00
120-1	REGULAR EXCAVATION	CY	77,810	\$5.00	\$389,050.00
120-6	EMBANKMENT (USE ONSITE MATERIAL)	CY	5,485	\$7.00	\$38,395.00
430-566-200	STRAIGHT CONCRETE ENDWALLS, 66", DOUBLE, 0 DEGREES, ROUND	EA	2	\$45,000.00	\$90,000.00
430-17-51-66	PIPE CULV, RCP, ROUND, 66"	LF	60	\$1,000.00	\$60,000.00
455-34-1	PRESTRESSED CONCRETE PILING, 12" SQ. (KING PILE)	LF	780	\$170.00	\$132,600.00
455-35-1	SHEET PILE WEIR	SF	2,283	\$60.00	\$136,980.00
455-35-1A	SHEET PILE WEIR CONCRETE CAP (INCLUDING REINF. STEEL)	CY	22	\$3,000.00	\$66,000.00
530-3-3	ROCK RIPRAP	TN	3,750	\$200.00	\$750,000.00
570-1-2	SODDING	SY	26,500	\$3.00	\$79,500.00
580-1-1	LANDSCAPE ALLOWANCE	AC	1	\$50,000.00	\$50,000.00
North Site Subtotal:					\$2,005,900.00
8" FORCEMAIN REROUTE					
1050-160-04	REMOVE EXISTING 8" FORCEMAIN	LF	1,670	\$25.00	\$41,750.00
1050-130-04	CONNECT TO EXISTING FORCEMAIN	EA	2	\$3,000.00	\$6,000.00
1050-312-08	FORCEMAIN 8" PVC (OPEN CUT)	LF	1,465	\$50.00	\$73,250.00
1050-422-08	FORCEMAIN 8" HDPE NON-WATER CROSSING (HDD)	LF	200	\$60.00	\$12,000.00
1055-311-08	8" 45 DEGREE BEND	EA	4	\$1,000.00	\$4,000.00
1055-311-08B	8" 11.25 DEGREE BEND	EA	2	\$1,000.00	\$2,000.00
1055-515-08	8" PLUG	EA	1	\$300.00	\$300.00
1080-241-08	8" GATE VALVE	EA	2	\$2,500.00	\$5,000.00
1080-241-08A	TESTING & FLUSHING ALLOWANCE	ALLOW	1	\$20,000.00	\$20,000.00
8" FM Subtotal:					\$164,300.00
12" RECLAIMED WATERMAIN REROUTE					
1050-160-04	REMOVE EXISTING 12" RECLAIMED WATERMAIN	LF	1,670	\$25.00	\$41,750.00
1050-130-04	CONNECT TO EXISTING RECLAIMED WATERMAIN	EA	2	\$2,500.00	\$5,000.00
1050-312-08	RECLAIMED WATERMAIN 8" PVC (OPEN CUT)	LF	1,550	\$50.00	\$77,500.00
1050-422-08	RECLAIMED WATERMAIN 8" HDPE WATER CROSSING (HDD)	LF	80	\$75.00	\$6,000.00
1050-422-08A	RECLAIMED WATERMAIN 8" HDPE NON-WATER CROSSING (HDD)	LF	200	\$65.00	\$13,000.00
1055-311-08	8" 90 DEGREE BEND	EA	2	\$510.00	\$1,020.00
1055-311-08A	8" 45 DEGREE BEND	EA	2	\$475.00	\$950.00
1055-311-08B	8" 11.25 DEGREE BEND	EA	2	\$400.00	\$800.00
1055-513-12	12" x 8" REDUCER	EA	2	\$625.00	\$1,250.00
1070-1-10	CANAL CROSSING SIGN & POST	AS	2	\$600.00	\$1,200.00
1080-241-08	8" GATE VALVE	EA	2	\$2,500.00	\$5,000.00
1080-241-08A	TESTING ALLOWANCE	ALLOW	1	\$10,000.00	\$10,000.00
8" Reclaimed WM Subtotal:					\$163,500.00
Subtotal of All Sites:					\$2,569,700.00
Construction Total w/			10%	Contingency:	\$2,826,700.00
Grand Total:					\$2,827,000.00

GEP has no control over the cost of labor, materials, or equipment, the Contractor's method of determining prices or competitive bidding or market conditions. Therefore, the firm's statements of probable construction costs provided for herein are made on the basis of experience and represent our best judgment as Engineers familiar with the construction industry. The firm cannot and does not guarantee that proposals, bids, or the construction cost will not vary from our statements of probable costs.