

TASKS: SDI shall work on behalf of the Town and the P3 Partners to undertake the following tasks in Phase II and Phase III of the Contract Scope of Services and delineated in the **Comprehensive Agreement**, and the **Critical Path** during the construction and operation of the Project.

## PHASE II

- a) Assist the Town and the P3 Partners with respect to any public financing as authorized in **Section 255.065 F.S.**  
Assist the P3 Partners with securing public and private capital as authorized in **Section 255.065 F.S.**
- b) Coordination with the private entity professionals retained for the Project.
- c) Serve as the Town's lead negotiator regarding the Marina Services Agreement as delineated in the **Comprehensive Agreement**.
- d) Coordination and completion of all permit applications and submissions to **ALL GOVERNMENTAL ENTITIES**.
- e) **Representation of the Town's P3** at all public meetings and workshops of the Town's Planning and Zoning Board and Town Commission, and all governmental entities as referenced in d) above.

- f) Coordinate and attend work sessions and presentations with staff of all State of Florida departments, the Governor and Cabinet in their capacity as Trustees of the Internal Improvement Trust Fund and Land and Water Adjudicatory Commission to address the deed restrictions pertaining to the Marina parcels, riparian rights, or submerged land issues associated with the Project.

### PHASE III

- a) Delivery of such performance and payment bonds, letters of credit, or other security acceptable to the Town in connection with the Project in the form and amount which is satisfactory to the Town and which complies with **Section 255.065 F. S. and the Comprehensive Agreement.**
- b) Inspection and Monitoring of the Project to ensure that the P3 developers' activities are in accordance with the **Comprehensive Agreement** and as required by **Section 255.065 F.S.**
- c) **Monitor** the maintenance practices to be performed by the P3 developer to ensure that the Project is properly maintained.
- d) **Monitor** the periodic filing requirements of the P3 developer of the appropriate financial statements that pertain to the Project.
- e) **Monitor** compliance and procedures governing the **rights** of the Town as delineated in the **Comprehensive**

**Agreement** during the construction and operation of the Project.

**Monitor** compliance and procedures governing the **responsibilities** of the Town as delineated in the **Comprehensive Agreement** during the construction and operation of the Project.

**Monitor** compliance and procedures governing the **rights** of the P3 Partner as delineated in the **Comprehensive Agreement** during the construction and operation of the Project.

**Monitor** compliance and procedures governing the **responsibilities** of the P3 Partner as delineated in the **Comprehensive Agreement** during the construction and operation of the Project.

- f) **Monitor** compliance regarding fees, lease payments, or service payments. In negotiating user fees, the fees must be the same for persons using the facility under like conditions and must not materially discourage use of the Project.
- g) **Monitor and Enforce** all development benchmarks and time schedules set forth in the **Comprehensive Agreement**.
  - **Advocate and Coordinate** the activities of the licensed contractors for numerous other non-routine construction issues and approval requests.

- Conduct periodic on-site contract monitoring and management oversight meetings with representatives of the P3 developer and the General Contractor.
- Provide monthly updates to the Town Manager.
- Provide updates to the Town Mayor and Commission.
- Work to resolve contractual labor disputes in a timely manner
- Monitor all construction draws made by the P3 developer.

h) Advocate and coordinate the activities of the licensed contractors for the Project pertaining to any permits or approvals such as but not limited to:

- Special permits and approvals to maximize the public and project benefits of the proposed redevelopment of the Marina, including slips, docks, fairways and other submerged land and riparian issues.
- Special orders or variance requests to the considered by the Town regarding large scale concrete pours.