

## **AGREEMENT REGARDING CULVERT REPLACEMENT**

**THIS AGREEMENT** is made as of the twenty-second day of July, 2024, by and between the **TOWN OF LOXAHATCHEE GROVES, FLORIDA**, a municipal corporation under the laws of the State of Florida, whose mailing address is 155 F Road, Loxahatchee Groves, FL 33470 ("Town"), and **Kimberly and Kristian Strong**, wife and husband, whose mailing address is 1201 F Road, Loxahatchee, FL 33470 ("Property Owners").

### **RECITALS:**

**WHEREAS**, Property Owners are the owners of real property located adjacent to 12<sup>th</sup> Place North in the Town of Loxahatchee Groves, Florida; and

**WHEREAS**, the Town owns and maintains a ninety-six (96) inch by forty (40) foot bridge culvert crossing the canal at the eastern end of 12<sup>th</sup> Place North, connecting to F Road ("Culvert"); and

**WHEREAS**, the Town entered into a contract to replace the Culvert; and

**WHEREAS**, the Property Owners desire to expand the Culvert to a ninety-six (96) inch by sixty (60) foot bridge culvert and to replace the twenty-four (24) inch culvert at the eastern end of 12<sup>th</sup> Place North ("Change Order Scope") to alleviate traffic and safety concerns; and

**WHEREAS**, the Town has received contractor pricing for the Change Order Scope in the amount of sixty-three thousand and six hundred dollars (\$63,600); and

**WHEREAS**, it is impractical to perform the Change Order Scope as a separate project from the replacement of the existing Culvert; and

**WHEREAS**, the Town has determined that the most prudent and economical solution is to replace the Culvert with the Change Order Scope; and

**WHEREAS**, the Town and Property Owners desire to cooperate with each other in effecting the replacement of the Culvert with the Change Order Scope and to share the cost between them; and

**WHEREAS**, the Town Council has determined it to be in the best interest of the Town to enter into this Agreement.

### **W I T N E S S E T H:**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein the parties hereto acknowledge the following and do hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.

2. The Property Owners shall, concurrent with the signing of this Agreement, pay to the Town the amount of sixty-three thousand and six hundred dollars (\$63,600), for the Change Order Scope based on the contractor pricing provided to the Town.
3. The Town shall engage its contractor, Johnson-Davis, Inc. ("Contractor") to perform the replacement of the Culvert with the Change Order Scope at the intersection of 12<sup>th</sup> Place N and F Road as depicted in composite Exhibit "A", attached hereto and incorporated herein by this reference, which includes the scope of work to replace the Culvert and the Change Order Scope ("Project").
4. Between the parties, the Town shall have full responsibility for the contracting and approval of the Project.
5. None of the terms of this Agreement, nor any action by the Town in connection with the Project described herein shall modify either party's ownership or maintenance responsibilities with respect to the storm water system. Specifically, no action by the Town in connection with this Agreement shall constitute an acceptance of maintenance obligations in excess of those that existed prior to this Agreement.
6. In the event that the Property Owners should fail in their obligation to pay for the Change Order Scope as set forth in paragraph (1) above, this Agreement will be null and void and the Town will replace the Culvert without the requested Change Order Scope.
7. Nothing contained herein shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, Florida Statutes.
8. This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Should any dispute arise from this Agreement venue shall lie in Palm Beach County, Florida.
9. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the Town Council.
10. This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the substantive laws of the State of Florida.
11. This Agreement shall be binding upon and shall inure to the benefit of the Town and Property Owners and their respective heirs, personal representatives, successors, and assigns.
12. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery, if delivered personally, or if sent US Postal Service by

placing into a US Postal Service Depository and sent by registered or certified mail, return receipt requested, postage prepaid as follows:

Town of Loxahatchee Groves  
Attention Town Manager  
155 F Road  
Loxahatchee Groves, Florida 33470

Mr. and Mrs. Kristian Strong  
1201 F Road  
Loxahatchee, Florida 33470

13. A waiver by either the Town or the Property Owners of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.


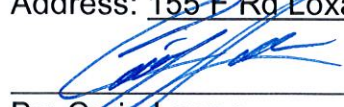
14. The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates hereinafter written.

Executed this 22 day of July, 2024.

**Witnesses:**

  
By: Richard Gallant  
Address: 155 F Rd Loxahatchee Groves  
  
By: Craig Lower  
Address: 155 F Rd Loxahatchee Groves

**Property Owners**

  
Kimberly Strong



## **EXHIBIT “A”**



JOB NAME: 12th Place North and F Road

Item #	DESCRIPTION	BID		U.M.	BID	AMOUNT
		Quantity				
	MOBILIZATION / GENERAL CONDITIONS	1.00	LS		5,400.00	5,400.00
	CLEARING AND GRUBBING	1.00	LS		4,500.00	4,500.00
	MAINTENANCE OF TRAFFIC	1.00	LS		3,000.00	3,000.00
	TEMPORARY ROADWAY	1.00	LS		9,500.00	9,500.00
	96" CAP (10 GAUGE)	40.00	LF		1,350.00	54,000.00
	RIP RAP END WALL	59.00	CY		680.00	40,120.00
	RUBBLE RIP RAP	82.00	TON		160.00	13,120.00
	SOD RESTORATION	300.00	SY		10.00	3,000.00
	8" LIMEROCK BASE REPLACEMENT	100.00	SY		40.00	4,000.00

	\$	136,640.00
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\* Notes

Bond is not included in our proposal.  
No permits are included in our proposal.  
Traffic for 12th Place will be put on an earthened canal plug stabilized with base rock during culvert installation.

