

TIFA

APRIL 5, 2022

AGENDA

TIFA LLC MEETING AGENDA
April 5, 2022
11:00 a.m.
MEETING LOCATION
CITY OF TITUSVILLE
CITY HALL, COUNCIL CHAMBER, SECOND FLOOR
555 S. WASHINGTON AVENUE – TITUSVILLE, FLORIDA
Call in Number:
(US) 1-866-705-2554 (PIN: 480560)

Roll Call

Action Items

- I. Approval of Road Work Agreement (Presenter: Robbie Lee)

Financial Items and Reports

Staff Reports / Informational Items

Other Business

Public Comment

Next Scheduled Meeting

Open Items

Adjournment

Any person who decides to appeal any decision of the TIFA Members with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

TIFA desires to accommodate persons with disabilities. Accordingly, any physically handicapped person, pursuant to Chapter 286.26 Florida Statutes, should, at least 48 hours prior to the meeting, submit a written request to the chairperson that the physically handicapped person desires to attend the meeting.

FIRST ORDER OF BUSINESS

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR FOR
YEAR 2022 TIFA AREA IV WELLFIELD ROAD REPAIR**

This Agreement is dated as of the _____ day of _____ in the year _____
by and between:

TIFA LLC
2836 Garden Street
Titusville, FL 32796

(Hereinafter called OWNER) and

Bearfoot Land Clearing, Inc.
4575 Colony Road
New Smyrna Beach, FL 32168

(Hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK DEFINITION AND PROCEDURES

CONTRACTOR shall complete all Work generally described as follows:

- 1.1 Repair rutted roads located within the TIFA Area IV Wellfield in Brevard County, Florida. Work will include provision of road base material including labor and equipment as required to spread and finish grade the material. The specific areas wherein the Work shall be conducted are identified in the following documents which are appended to this Agreement:
 - 1.1.1 TIFA Area IV Wellfield, Rutted Road Maps, May 2021
 - 1.1.2 TIFA Area IV Wellfield, Rutted Road Area Inventory, May 19, 2021
 - 1.1.3 TIFA Area IV Wellfield, Rutted Road Area Photos, May 19, 2021
- 1.2 At the beginning of each work day, the OWNER shall specify the particular areas (defined by "Rutted Area #" in the appended documents) which the CONTRACTOR shall prioritize for repair, and the CONTRACTOR hereby agrees to comply with such prioritization.
- 1.3 The CONTRACTOR shall provide the OWNER with scale tickets which will enable the OWNER to confirm the tons of road base material which have been delivered to the Work site at any given time.
- 1.4 The CONTRACTOR hereby agrees that the OWNER may specify the thickness (in inches) of road base material which shall be spread and finish graded by the CONTRACTOR within any particular area. Such specified material thickness will likely be variable throughout the Work area. The intent of this provision is to provide the OWNER with the flexibility to maximize the amount of road area

which can be repaired without exceeding the Contract Price limitation specified in Article 3. However, within any particular area, the CONTRACTOR shall retain the right to insist upon the installation of a sufficient minimum material thickness which in the CONTRACTOR'S judgment is necessary to ensure an adequately repaired road surface.

ARTICLE 2. CONTRACT TIME

- 2.1 Time is of the essence. The Work shall be complete within 30 days after execution of this Agreement. The Contract Time may be extended by the number of days of inclement weather as verified by OWNER.

ARTICLE 3. CONTRACT PRICE

- 3.1 OWNER shall pay CONTRACTOR for performance of the Work as required to repair the existing road areas as defined in the appended documents described in Article 1. CONTRACTOR'S payment for the Work shall be calculated in conformance with the following values and methodology:

3.1.1 The unit price for repaired road surface shall be \$_____ per ton of spread and finish graded road base, hereafter referred to as the "Installed Price per Ton." This unit price includes materials purchase, materials delivery, equipment, labor and any other incidental costs which may be incurred by the CONTRACTOR during the course of the project. Furthermore, this unit price is based on the following materials costs which are variable in nature, hereafter referred to as the "Variable Costs:"

3.1.1.1 Road base material cost of \$_____ per ton (delivered to the project site by the road base material supplier).

3.1.1.2 Diesel fuel cost of \$_____ per gallon (for fueling CONTRACTOR'S equipment used to spread and finish grade the delivered road base material).

Immediately prior to the start of the Work, the CONTRACTOR shall provide OWNER with written documentation provided by the respective suppliers which sufficiently substantiates the above specified Variable Costs.

3.1.2 At the end of each work week, if the CONTRACTOR purchased road base material and/or diesel fuel during the week for which the respective Variable Costs exceeded the values specified in Articles 3.1.1.1 and/or 3.1.1.2, the CONTRACTOR shall present OWNER with an itemized accounting detailing the incurred additional costs. The additional costs shall represent the incremental difference between the actual unit costs and the unit cost values specified in Articles 3.1.1.1 and 3.1.1.2. The itemized accounting shall be supported by printed receipts provided by the road base materials and/or diesel fuel suppliers. Pending OWNER approval of the submitted documentation, the CONTRACTOR shall be entitled to payment by the OWNER of the additional costs.

3.1.3 During the progress of the Work, the OWNER shall maintain a running total of the repaired road surface cost (calculated by the tons of spread and finish graded road base times the Installed Price per Ton as specified in Article 3.1.1) and the additional costs of road base materials and/or diesel fuel as calculated per the criteria specified in Article 3.1.2. The sum of these costs shall not be allowed to exceed \$75,000.00. Accordingly, the CONTRACTOR agrees that the OWNER has the right to terminate the project at any time as necessary to comply with the \$75,000.00 not to exceed cost limit, and the CONTRACTOR further agrees that CONTRACTOR shall not be entitled to any additional payment for costs which CONTRACTOR may incur as a result of such project

termination. The OWNER shall provide the CONTRACTOR with the running total of the repaired road surface cost on a frequent basis (at least twice per week) so that the CONTRACTOR may seek to avoid the procurement of excess materials. The CONTRACTOR shall immediately advise the OWNER of any materials purchases which occur during the week which may incur additional costs (as addressed in Article 3.1.2) so that the OWNER may adjust the running total accordingly. It is acknowledged by OWNER that compliance with the \$75,000.00 not to exceed cost limit will likely result in the inability to repair all of the rutted road areas identified in the appended documents.

- 3.2 In consideration of these premises and the additional sum of \$10.00 paid by OWNER, receipt of which is acknowledged by CONTRACTOR, CONTRACTOR agrees to and does hereby defend, indemnify and save the OWNER and below additional designated entities harmless from and against any and all loss, damage, claims, actions, liability and expense in contract or in tort, whether justified or not, in connection with loss of life, bodily injury and/or property damage occurring on or about or arising out of those portions of the Work under CONTRACTOR'S control, or wherever arising if occasion wholly or in part by any act or omission of, or any defect in workmanship or material furnished by the CONTRACTOR, his subcontractors, sub-subcontractors or any subcontractors or sub-subcontractors of any of them, or by his or their agents, servants, employees or materialmen, whether the same be during the progress of the Work or any time subsequent to the completion of the Work. The aforesaid shall include, but not be limited to, reasonable attorney fees and cost involved in arbitration or legal action both at trial and appeal levels. The OWNER shall have the right to withhold any monies due under this Agreement to the CONTRACTOR until any pending or threatened actions or claims covered by the aforesaid have been settled and suitable evidence to that effect furnished to the OWNER, except that monies due to CONTRACTOR will not be withheld under this provision when the CONTRACTOR produces satisfactory evidence that he has adequate insurance coverage, as established by the OWNER'S attorney. Additional designated entities protected by this provision include Miami Alternatives, LLC; Farmton Water Resources LLC; and City of Titusville.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall receive Payment in accordance with the following provisions:

- 4.1 Upon final completion and acceptance of the completed Work by the OWNER, and upon OWNER'S receipt of the lien release documentation specified in Article 4.2, OWNER shall pay CONTRACTOR the amount due CONTRACTOR as calculated using the methodology specified in Article 3.1. Payment will be made on or about thirty days after OWNER'S acceptance of the completed Work, or on or about thirty days after OWNER receives the lien release documentation specified in Article 4.2, whichever occurs later.
- 4.2 A Waiver and Release of Lien Upon Final Payment must be submitted by the CONTRACTOR and all subcontractors and suppliers (see attached Exhibit III).

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has familiarized himself with the nature and extent of the Agreement, Work, locality, and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

ARTICLE 6. MISCELLANEOUS

- 6.1 No assignment by a party hereto of any rights hereunder will be binding to another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 6.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement.

ARTICLE 7. LIENS AND CLAIMS

- 7.1 The CONTRACTOR shall promptly and properly pay for all labor employed, materials purchased and equipment hired by him in connection with the Work; shall keep the OWNER'S property free from any materialmen or mechanics liens and claims or notices in respect thereto arising by reason of the CONTRACTOR'S Work; shall hold all payments received hereunder as trust funds to be first applied to the payment of any such liens or claims; and shall discharge the same within three (3) business days after any such lien or notice is filed. In the event that the CONTRACTOR does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the OWNER, in addition to any and all other remedies, may forthwith terminate this Agreement, effective immediately.
- 7.2 In the event that the CONTRACTOR fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by the said CONTRACTOR by reason of or in the fulfillment of this Agreement, whether or not a lien or notice of lien has been or may be filed with respect thereto, which bills or obligations in the opinion of the OWNER are proper, the OWNER at his option but without being obligated to do so, may pay all or any part of such bills or obligations and deduct the amount of such payments from any sums due the CONTRACTOR.

ARTICLE 8. CUSTOM AND USAGE

- 8.1 It is hereby agreed, any law, custom or usage to the contrary notwithstanding, that the OWNER shall have the right at all times to enforce the conditions and agreements herein contained in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of the OWNER in refraining from so doing; and further, that the failure of the OWNER at any time or times to strictly enforce its rights hereunder shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements hereof, or as having in any way modified or waived the same.

ARTICLE 9. SUBCONTRACTORS AND EMPLOYEES

- 9.1 CONTRACTOR shall neither assign this Agreement nor employ a subcontractor for the execution of any part hereof, without the express written prior approval of the OWNER. The OWNER reserves the right to reject any subcontractors or sub-subcontractors, materialmen or laborers from executing any part of the Work to be performed hereunder. The CONTRACTOR agrees that he will be responsible for the acts and omissions of his subcontractors, and their employees to the same extent that he is responsible for acts

and omissions of persons directly employed by him. The CONTRACTOR agrees to bind every subcontractor and sub-subcontractor, and every subcontractor and sub-subcontractor agrees to be bound by the terms of this Agreement so far as same is applicable to his Work. Nothing contained herein, or in any statute or governmental regulation, shall obligate the OWNER to pay or see to the payment of any monies for any subcontractor, sub-subcontractor or materialman, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the CONTRACTOR or any subcontractors or sub-subcontractors. The CONTRACTOR shall, at all times, enforce strict discipline and good order among his employees and shall not employ on the Work any person unfit for or not skilled in the Work assigned to him. If any employee or subcontractor of CONTRACTOR causes a breach of the peace or disturbance in and around the Project or is otherwise unfit for or unskilled in the Work assigned to him, OWNER may require that CONTRACTOR replace said employee or subcontractor within twenty-four (24) hours of a written notice from OWNER to CONTRACTOR. The CONTRACTOR shall designate an individual to be its authorized on-site supervisor, which designee must be approved by the OWNER, which approval will not be unreasonably withheld. However, the foregoing shall not be construed or interpreted that the OWNER in any way interferes with the CONTRACTOR'S right to hire and fire his employees, assign duties to them, fix their working hours, wages or terms and conditions of employment, which right shall be absolute.

9.2 A CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof or of the Work provided for therein or of his right, title or interest therein, to any person, firm or corporation without the written consent of the OWNER. The CONTRACTOR agrees to bind specifically every subcontractor to the applicable terms and conditions of this Agreement for the benefit of the OWNER.

ARTICLE 10. CONTRACTOR'S INSURANCE

- 10.1 The CONTRACTOR shall not commence Work under this Agreement until he has obtained and provided insurance, of the character and in the amounts specified in Exhibit I (see attached), that will protect the OWNER and all additional named insureds and the CONTRACTOR against all liabilities, damages and accidents. Additionally, all Subcontractors, and all Suppliers who will enter properties in which Miami Alternatives, LLC has an interest in real property ("affected Suppliers") shall meet these insurance requirements. The insurance obtained by the CONTRACTOR, Subcontractors and affected Suppliers is subject to the approval of the OWNER. The CONTRACTOR shall not allow any Subcontractor to commence Work on their subcontract, or any affected Supplier to enter the aforesaid properties, until all insurance required of the Subcontractor and affected Supplier has been so obtained, provided, and approved. Neither the approval of the OWNER, nor a failure to disapprove insurance furnished by the CONTRACTOR or any Subcontractor or affected Supplier, shall release the CONTRACTOR, Subcontractor or affected Supplier of full responsibility for liability, damages and accidents as set forth herein.
- 10.2 CONTRACTOR, Subcontractors and affected Suppliers shall submit all required Certificates of Insurance (COI's) as specified in the attached Exhibit I. The OWNER has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The CONTRACTOR shall not commence Work under this Agreement prior to the provision of compliant COI's to the OWNER.
- 10.3 In addition to compliance with the insurance requirements, the CONTRACTOR and each Subcontractor and affected Supplier shall furnish OWNER a fully executed "Release, Hold

Harmless and Indemnity Agreement” in order to be granted access to the project site (see attached Exhibit II).

ARTICLE 11. GOVERNING LAW AND WAIVER OF TRIAL BY JURY

- 11.1 The laws of the State of Florida shall govern this Agreement and venue for any action shall be in Brevard County, Florida.
- 11.2 The parties hereto expressly waive trial by jury in any action to enforce or otherwise resolve any dispute arising hereunder.

ARTICLE 12. TERMINATION FOR CONVENIENCE

- 12.1 Notwithstanding any other provision of this Agreement, the OWNER may terminate this Agreement, or any Work issued under it, in whole or in part, at any time, with or without cause, upon ten (10) days written notice to the CONTRACTOR. Upon receiving notice of termination, the CONTRACTOR shall discontinue the Work on the date and to the extent specified in the notice.
- 12.2 In the event of such termination, the CONTRACTOR shall be compensated for any Work performed prior to the date of termination subject to the provisions specified in Article 3 and Article 4. CONTRACTOR waives all claims for compensation in excess of that which is specifically provided for herein, including but not limited to, loss of anticipated profits; idle equipment, labor, facilities; and claims of subcontractors and vendors.

ARTICLE 13. RIGHT OF THE OWNER TO TERMINATE AGREEMENT

- 13.1 If the CONTRACTOR shall be adjudged bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed for the CONTRACTOR or any of his property; or if he should persistently or repeatedly refuse or fail to make prompt payment to a person(s) supplying labor or materials for the Work under the Agreement; or persistently disregard instructions of the OWNER; or fail to observe or perform any provisions of this Agreement; or fail to provide compliant Certificates of Insurance; or otherwise be guilty of a substantial violation of any provisions of this Agreement, then the OWNER may, by at least five (5) days prior written notice to the CONTRACTOR, without prejudice to any other rights or remedies of the OWNER under the Agreement, terminate the CONTRACTOR'S right to proceed with the Work. In such event, the OWNER may take over the Work and proceed with same to completion, by contract or otherwise, and the CONTRACTOR shall be liable to the OWNER for any excess cost incurred by the OWNER. In such case, the OWNER may take possession of and utilize in completing the Work, such necessary materials, appliances, and plant as may be on the site of the Work.

ARTICLE 14. COMPLIANCE WITH LAW

- 14.1 The CONTRACTOR expressly agrees to comply with all laws and regulations relating to providing services under this Agreement. The failure of the CONTRACTOR to adhere to any law or regulation pertaining to furnishing services under this Agreement shall constitute a material breach of this Agreement.

ARTICLE 15. CONFLICTING PROVISIONS

- 15.1 Notwithstanding any other provision in this Agreement, whenever any provisions are inconsistent or conflict, the stricter provision shall prevail.

ARTICLE 16. SEVERABILITY

- 16.1 If any clause or provision of this Agreement is found illegal, invalid or unenforceable under present or future laws effective during the Term of this Agreement, then and only in that event, it shall be the intention of the parties that the remainder of this Agreement, and the Term covered thereby, shall not be affected. All rights, powers and privileges conferred by this Agreement upon the parties shall be cumulative but not restricted to those given by law.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER AND CONTRACTOR.

This Agreement will be effective on _____ .

CONTRACTOR

Bearfoot Land Clearing, Inc.
4575 Colony Road
New Smyrna Beach, FL 32168
386-547-5480

By _____

Bonner King - CEO
(Print Name and Title)

ATTEST

By _____

(Print Name and Title)

OWNER

TIFA LLC
2836 Garden Street
Titusville, FL 32796
321-567-3855

By _____

Robbie E. Lee, Jr. – Manager
(Print Name and Title)

ATTEST

By _____

(Print Name and Title)

By _____

Jim Ball – Manager
(Print Name and Title)

ATTEST

By _____

(Print Name and Title)

Address for giving notices:

4575 Colony Road
New Smyrna Beach, FL 32168

Address for giving notices:

2836 Garden Street
Titusville, FL 32796

List of Attached Agreement Exhibits

- Exhibit I Contractor Insurance Requirements
- Exhibit II Release, Hold Harmless and Indemnity Agreement
- Exhibit III Waiver and Release of Lien Upon Final Payment

List of Appended Documents

- TIFA Area IV Wellfield, Rutted Road Maps, May 2021
- TIFA Area IV Wellfield, Rutted Road Area Inventory, May 19, 2021
- TIFA Area IV Wellfield, Rutted Road Area Photos, May 19, 2021

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

- A. The Contractor shall not commence Work until he has obtained and provided insurance of the character specified below and in such amounts that will protect the Owner, all additional named insureds and the Contractor against all liabilities, damages and accidents. Additionally, all Subcontractors, and all Suppliers who will enter properties in which Miami Alternatives, LLC has an interest in real property (“affected Suppliers”) shall meet these insurance requirements. The insurance obtained by the Contractor, Subcontractors and affected Suppliers is subject to the approval of the Owner. The Contractor shall not allow any Subcontractor to commence Work on their subcontract, or any affected Supplier to enter the aforesaid properties, until all insurance required of the Subcontractor and affected Supplier has been so obtained, provided and approved. Neither the approval of the Owner, nor a failure to disapprove insurance furnished by the Contractor or any Subcontractor or affected Supplier, shall release the Contractor, Subcontractor or affected Supplier of full responsibility for liability, damages, and accidents as set forth herein.

- B. The Contractor, Subcontractors and affected Suppliers shall submit all required Certificates of Insurance (COI’s) to the Owner. The Owner has the right to grant exceptions to the insurance requirements on a case by case basis but is not obligated to do so. The Contractor shall not commence Work under this Agreement prior to the provision of compliant COI’s to the Owner.

- C. For purposes of the following insurance requirements, “Insured” shall refer to any Contractor, Subcontractor or affected Supplier.

I.	WORKERS COMPENSATION:	Statutory Limits
	Employers Liability:	
	Bodily Injury by Accident	\$1,000,000 each accident
	Bodily Injury by Disease	\$1,000,000 policy limit
	Bodily Injury by Disease	\$1,000,000 each employee

Insured must provide a Waiver of Subrogation endorsement in favor of the following entities:

- a. Miami Alternatives, LLC
- b. Farnton Water Resources LLC
- c. TIFA LLC
- d. City of Titusville

Any company that contends that it is legally exempt from workers compensation coverage within the State of Florida may request approval to be exempt from the above workers compensation insurance requirements. In order to make such a request, the company must submit for review a valid “Certificate of Election to be Exempt” as issued by the Florida Division of Worker’s Compensation. Upon approval of the submitted certificate (if granted), the company will be exempt from the above workers compensation coverage requirements.

II. **COMMERCIAL GENERAL LIABILITY:** (Occurrence Form)

General Aggregate (Per Job Site)	\$2,000,000
Products/Completed Operations, Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Rented Premises	\$ 100,000

Coverage shall include Contractual Liability and the Per Project Aggregate Limit shall be applicable to the General Liability Coverage.

III. **COMMERCIAL AUTOMOBILE LIABILITY:**

Combined Single Limit (Each Accident)	\$1,000,000
---------------------------------------	-------------

All Owned, Non-Owned & Hired Vehicles shall be insured.

IV. **UMBRELLA LIABILITY:**

Each Occurrence	\$2,000,000
Aggregate – per job site	\$2,000,000
Self Insured Retention – not in excess of	\$ 10,000

V. Insured shall name the following entities on its Commercial General Liability, Business Automobile Liability and Umbrella Liability Policies as Additional Insureds:

- a. Miami Alternatives, LLC
- b. Farmton Water Resources LLC
- c. TIFA LLC
- d. City of Titusville
- e. Directors, officers, managers, agents, owners and employees of the above entities

Such policies shall be endorsed to provide primary & non-contributory coverage to the Additional Insureds in relation to any and all other liability insurance policies carried by or for the benefit of the Additional Insureds.

VI. Neither the Owner or the above named Additional Insureds shall be responsible for, nor shall they insure, the personal property of the Insured including, but not limited to, tools and equipment located at the job site.

VII. Insured shall purchase and maintain such insurance with insurance companies acceptable to the Owner. The companies must maintain a minimum A.M. Best insurance rating of A-IX.

- VIII. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to Miami Alternatives, LLC. The certificate holder shall read:

Miami Alternatives, LLC
Attn: Helen Hutchens
410 North Michigan Avenue, Suite 590
Chicago, IL 60611

- IX. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to Farnton Water Resources LLC. The certificate holder shall read:

Farnton Water Resources LLC
Attn: Helen Hutchens
410 North Michigan Avenue, Suite 590
Chicago, IL 60611

- X. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to TIFA LLC. The certificate holder shall read:

TIFA LLC
Attn: Sean Stauffer
2836 Garden Street
Titusville, FL 32796

- XI. Prior to starting Work or occupying the property, a Certificate of Insurance must be transmitted to the City of Titusville. The certificate holder shall read:

City of Titusville
Attn: Thomas A. Abbate
555 S. Washington Avenue
Titusville, IL 32796

- D. The Contractor and each Subcontractor and affected Supplier shall maintain such required insurance as identified herein, and no modification or change of insurance coverage and provision shall be made without thirty (30) days written advance notice to the Owner.
- E. In addition to compliance with the insurance requirements, the Contractor and each Subcontractor and affected Supplier shall execute the Release, Hold Harmless and Indemnity Agreement provided as Exhibit II.

EXHIBIT II

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

For purposes of this Release, Hold Harmless and Indemnity Agreement (“hereafter referred to as the “Agreement”), the following definitions are hereby established:

“Landowner” – Miami Alternatives, LLC

“Indemnitees” – Miami Alternatives, LLC; Farnton Water Resources LLC; TIFA LLC; City of Titusville; and the owners, directors, officers, managers, employees, members, shareholders, representatives, affiliates, subsidiaries, and agents of these named entities.

“Company” – _____
(Print Company Name)

In consideration of the Landowner permitting personnel of the Company to enter into certain designated areas in which the Landowner has an interest in real property, the Company hereby agrees to:

(1) Waive, release and discharge the Indemnitees from any and all liability for death, disability, personal injury, property damage, property theft or action of any kind which may hereafter accrue to owners, directors, officers, managers, employees, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company, and,

(2) Indemnify and hold harmless Indemnitees from any and all liability or claims made by other individuals or entities as a result of actions on Landowner’s property by the owners, directors, officers, employees, managers, members, shareholders, representatives, affiliates, subsidiaries, or agents of the Company and,

(3) Reimburse Landowner for any necessary expenses, attorney’s fees and costs incurred in the enforcement of any part of this Agreement plus interest on any amount unpaid at the rate of 18% per annum (or the maximum amount allowed by law, whichever is less) within thirty days after receiving written notice that the Landowner has incurred them.

The undersigned Company representative hereby swears that he or she has full legal authority to execute this Agreement on behalf of the Company and full legal authority to bind the Company to the terms of this Agreement.

Witness: _____

Name: _____

Witness: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT III

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT

The undersigned Lienor, in consideration of the final payment in the amount of \$ _____, hereby waives and releases its lien and right to claim a lien for labor, services or materials furnished to TIFA LLC for the Project known as Year 2022 TIFA Area IV Wellfield Road Repair, whose Owner is TIFA LLC. The labor, services or materials furnished relate to improvements to the following property: real property and real property interests in Brevard County, Florida of Miami Alternatives, LLC and Farnton Water Resources LLC.

Dated on _____

Lienor: _____

Address: _____

By: _____
Signature

Printed Name and Title

Sworn to and subscribed before me this _____ day of _____

Signature of Notary Public
Commissioned State of Florida

Print, Type or Stamp
Name of Notary Public

Personally Known _____ Or, Produced Identification _____

Type of Identification Produced _____